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|-------------------|-------|----|----|
| SOURCE | Union | | |
| EFF. | 89 | 01 | 25 |
| TERM. | 91 | 07 | 31 |
| No. OF EMPLOYEES | 2395 | | |
| NOMBRE D'EMPLOYÉS | li | | |

EIGHTH MASTER AND COMPONENT AGREEMENT

between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

represented by the

GOVERNMENT PERSONNEL SERVICES DIVISION

and the

B.C. GOVERNMENT EMPLOYEES' UNION

respecting the employees of the

RETAIL STORES AND WAREHOUSE COMPONENT

Agreement made this 25th day of January, 1989.

045 0303

ended 20/12/89 ER

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***DEFINITIONS**

For the purpose of this Agreement:

(1) **"bargaining unit"** - ~~is~~ the unit for collective bargaining described in Section 4(c) of the Public **Service** Labour Relations **Act** for which the B.C. Government Employees' Union ~~was certified~~ by the Labour Relations Board of British Columbia on March 8, 1974, and includes all the employees in the ministries, boards, and **agencies** of the Government of British Columbia ~~as~~ outlined in Appendix 1;

(2) **"basic pay"** - means the rate of **pay** negotiated by the parties ~~to~~ this Agreement, including add-to-pay resulting from **salary** protection;

(3) **"component"** - means an occupational bargaining unit ~~as~~ specified in Appendix 3;

(4) **"continuous employment"** or **"continuous service"** - means uninterrupted employment **in** the Public Service of British Columbia **subject to** the provisions of **Clause 11.03**;

(5) **"day of rest"** - in relation to an employee, **means a day** other than a holiday **on** which an employee is not ordinarily required to perform the duties of **his/her** position. **This does** not include **employees on** a leave of absence;

(6) **"demotion"** - means **a** change from an employee's position **to** one with a lower **maximum** salary;

(7) **"ministry"** - means **a** part of the Government of British Columbia specified in Appendix **1**;

(8) **"Deputy Minister"** - means the Deputy of a **Minister** or the Head of **a** ministry **as** defined **in** this Agreement;

(9) **"employee"** - means a member of the bargaining unit **and** includes:

(a) **"regular employee"** - meaning an employee who is employed for **work** which **is** of a continuous full-time or continuous part-time nature;

(b) **"auxiliary employee"** - meaning an employee **who** is employed for **work** which is not of **a** continuous nature such **as**:

1. seasonal positions;
2. positions created to carry out special projects or work which is not continuous;
3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;
4. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

"employee" does not include:

- (a) persons excluded by Section 1 of the Public Service Labour Relations Act;
- (b) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;
- (c) excluded classes as outlined in Appendix 2.

(10) **"Employer"** - means the Government of British Columbia represented by the Government Personnel Services Division;

(11) **"field status"** - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

(12) **"headquarters or geographic location"** - is that area within a radius of thirty-two (32) kilometers of where an employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District geographic location for relocation purposes is that area within a radius of sixteen (16) kilometers of where an employee ordinarily performs his/her duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

(13) **"holiday"** - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;

(14) **"hours of operation"** - are the **hours** established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit;

(15) **"hours travelled"** - means hours spent travelling **from** point to point **on** an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other **than** travelling;

(16) **"lateral transfer"** or **"transfer"** - refers to the movement of **an** employee from one position to another which does not constitute **a** demotion **or** promotion;

***(17) "lay-off"** - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work **required** to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where **should work** become available, employees will be recalled in accordance **with** Article **13** or **31**;

(18) **"leave of absence with pay"** - means to be absent **from** duty with permission and with pay;

(19) **"leave of absence without pay"** - means to be absent from duty with permission but without pay;

***(20) "probation"** - for an employee means that period of probation outlined in Section **5** of the Public Service Act;

(21) **"promotion"** - means a change from an employee's position to one with **a** higher maximum salary level;

(22) **"relocation"** - refers to the movement **of** an employee from one geographic location to another;

(23) **"resignation"** - means a voluntary notice by the employee that he/she **is** terminating his/her service on the date specified;

(24) **"rest period"** - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;

(25) **"seasonal field employees"** - are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

(26) **"shift"** - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period!

(27) **"termination"** - is the separation of an employee from the Public Service for cause pursuant to Articles 10, 11 or 31;

(28) **"travel status"** - with respect to an employee means absence of the employee from his/her headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;

(29) **"Union"** - means the B.C. Government Employees' Union;

(30) **"work day"** - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift;

(31) **"work schedule"** - means the roster of work hours and days to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.01 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties to this Agreement share a desire to improve the quality of the Public Service of British

Columbia. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

1.02 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.03 Conflict With Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

1.04 Notice of Legislative Change

The Government Personnel Services Division agrees that no proposal to amend, repeal, or revise the Public Service Labour Relations Act, the Public Service Act, or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the Union in writing of the nature of the proposal.

1.05 Master/Component Agreement

(a) The Master Agreement will be the principal agreement under which all negotiable items are bargained, unless delegated to the Components by mutual agreement between the master bargaining agents.

(b) The Component Agreement shall be subject to the provisions of the Master Agreement and shall not contradict, nullify, or alter any term contained in the Master Agreement.

(c) Whenever the term "Component Agreement" is used, it shall be deemed synonymous to the term "Subsidiary Agreement" as used in the Public Service Labour Relations Act.

(d) The expiry date of a Component Agreement shall not be prior to the expiry date of the Master Agreement.

(e) The master bargaining agents shall have the sole prerogative to determine which items are negotiable in Component Agreements.

(f) Any item not specified by the master bargaining agents as negotiable by the Components shall be deemed as negotiable in the Master Agreement until so delegated to the Component.

(g) The parties agree that items in Component Agreements signed by the parties shall be deemed to be negotiable in Component Agreements and such provisions shall be in full force and effect.

1.06 Singular and Plural

Wherever the singular is used in this Agreement the Same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.07 Human Rights Act

(a) The parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

(b) In accordance with Clause 7.05, the parties will meet and review methods of extending knowledge of the Human Rights Act within the Public Service and for extending knowledge relating to the Human Rights Act to all employees.

1.08 Sexual Harassment in the Work Place

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the work place.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c)

(1) An employee who wishes to pursue a concern arising from an alleged sexual harassment may submit a complaint in writing within thirty (30) days of the latest alleged occurrence through the Union directly to the Deputy Minister. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

(2) An alleged offender shall be given notice of the substance of such a complaint under this clause and shall be given notice of and be entitled to attend, participate in, and be represented at any hearing under this clause.

(3) The Ministry designate and a Union representative shall investigate the complaint and shall submit reports to the Deputy Minister in writing within thirty (30) days of receipt of the complaint. The Deputy Minister shall within thirty (30) days of receipt of the reports give such orders as may be necessary to resolve the issue.

(4) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

(5) Pending determination of the complaint, the Deputy Minister may take interim measures to separate the employees concerned if deemed necessary.

(6) In cases where sexual harassment may result in the transfer of the employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with his/her consent.

(d) Where either party ~~So~~ the proceeding ~~is~~ not satisfied with the Deputy Minister's response, the complaint will, within ~~thirty (30)~~ days, be put before a panel consisting of ~~a~~ Union representative, ~~an~~ Employer representative, and a mutually agreed upon chairperson, all of ~~whom shall~~ be Public Service employees, and the majority decision will be final and binding. The panel shall have the right to:

- (1) ~~dismiss the~~ complaint;
- (2) determine the appropriate level of discipline to be applied to the offender; and
- (3) ~~make a~~ further order ~~as is~~ necessary to provide ~~a final and conclusive~~ settlement of the complaint.

(e) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken ~~by~~ the Employer which is consistent ~~with~~ the decision of the Deputy Minister or the panel.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 ~~Bargaining~~ Unit Defined

(a) The bargaining unit ~~shall~~ comprise all employees included in the Public ~~Service~~ bargaining unit ~~as~~ defined in this Agreement except those employees in positions mutually ~~agreed~~ to between the parties ~~as~~ managerial and (or) ~~confidential~~ exclusions. The parties to this Agreement acknowledge the difficulty in establishing a service-wide ~~policy~~ for determining managerial and (or) ~~confidential~~ exclusions. The parties further agree that cognizance shall ~~be~~ given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of Government policy or in the process ~~of~~ employer-employee relations.

(b) The guidelines to ~~be~~ considered in negotiating exclusions shall be:

- (1) position incumbents employed for the primary purpose ~~of~~ exercising senior management functions;
- (2) position incumbents employed ~~in~~ a confidential capacity in ~~matters~~ relating to labour relations;

(3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

(c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement or by virtue of their being covered by another bargaining unit as specified in Section 4(a) or (b) of the Public Service Labour Relations Act.

2.02 Bargaining Agent Recognition

The Employer recognizes the B.C. Government Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, applies.

2.03 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement or Component Agreements shall be sent to the President of the Union or his/her designate.

(b) The Employer agrees that a copy of any correspondence between the Employer or Ministry official and any employee in the bargaining unit covered by this Agreement or Component Agreements, pertaining to the interpretation or application of this Agreement or a Component Agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate,

2.04 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.05 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion

exercised ~~or~~ practised with respect to any employee for reason of membership or activity in the Union.

2.06 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union ~~agrees~~ to provide the Employer ~~with~~ a list of the employees designated ~~as~~ stewards for each jurisdictional area.

(c) A steward, or ~~his/her~~ alternate, shall obtain the permission of ~~his/her~~ immediate supervisor before leaving ~~his/her work~~ to perform ~~his/her~~ duties as a steward. Leave for this purpose shall be with pay. Such permission shall not ~~be~~ unreasonably withheld. ~~On~~ resuming ~~his/her~~ normal duties, the steward shall notify ~~his/her~~ supervisor.

(d) The duties of stewards shall include:

(1) investigation ~~of~~ complaints of an urgent nature;

(2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance ~~proced-~~
ure;

(3) supervision of ballot boxes and other related functions during ratification votes;

(4) attending meetings at the request ~~of~~ the Employer.

2.07 Bulletin Boards

~~The~~ Employer shall provide bulletin ~~board~~ facilities for the exclusive ~~use~~ of the Union, the sites to be determined by mutual agreement. The ~~use~~ of such bulletin board facilities shall be restricted to the business affairs ~~of~~ the Union.

2.08 Union Insignia

(a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union

agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The recognized Insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

2.09 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Industrial Relations Act of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

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2.10 Time Off for Union Business

(a) Without pay - leave of absence without pay and without loss of seniority will be granted:

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(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee;

(4) up to seven (7) employees on a Component Bargaining Committee to carry on negotiations with the Employer; however, the components reserve the right to use up to three (3) additional persons for technical information or advice, who shall also be covered by the provisions of this clause;

(5) to employees called by the Union to appear as ~~witnesses~~ before an arbitration board, the Public Service Commission, or the Industrial Relations Council;

(6) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.01.

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(b) With pay - leave of absence with basic pay and without loss of seniority will be granted to one (1) employee per component and to employees who are Table Officers of the BCGEU who are representatives of the Union on the Union's Master Bargaining Committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.11 Emergency Services

The parties recognize that in the event of a strike or lockout as defined in the Public Service Labour Relations Act situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 8 of the Public Service Labour Relations Act).

(b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 8 of the Public Service Labour Relations Act).

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each bi-weekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as Components of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under **(a)** above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other

moneys deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER'S RIGHTS

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.01 Union and Employer Representation

No employee or **group** of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union **shall** supply the Employer with the names of Its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 Union Bargaining Committees

A Union Master Bargaining Committee shall be appointed and consist of the Table Officers of the Union, plus one **(1)** representative of each Component together with the President of the Union. Component Bargaining Committees shall be appointed by the Components. The Union **shall** have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.03 Union Representatives

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of Union staff **shall** notify the excluded designated supervisory official in advance of their intention and their **purpose** for entering and shall not interfere with the operation of the Ministry or section concerned.

(c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to **Union** representatives or stewards temporary use of an office or similar facility.

(d) The Employer agrees that access to its premises will be granted to Component Chairpersons and members of the Provincial Executive. Notification **shall** be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Ministry or section concerned.

(e) Notwithstanding Clause **7.03(d)**, the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Assistant Deputy Minister, Government Personnel Services Division of their intention and purpose for entering the Employer's premises and such access **shall** not interfere with the operations of the Ministry or section concerned.

7.04 Technical Information

The Employer agrees to provide to the Union such information that **is** available relating **to** employees in the bargaining unit, **as** may **be** required by the Union for collective bargaining purposes.

7.05 Policy Meetings

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

ARTICLE 8 - GRIEVANCES

8.01 Grievance Procedure

(a) The Employer and the Union recognize that grievances may arise concerning:

(1) differences between the parties respecting the interpretation, application, operation, or **any** alleged violation of a provision of this Agreement, Component Agreements, or arbitral award, including a question as to whether or not a matter **is** subject to arbitration; or

(2) the dismissal, discipline, or suspension of **an** employee bound by this Agreement.

(b) The procedure for resolving **a** grievance shall **be** the grievance procedure in this Article.

8.02 Step 1

In the first step of the grievance procedure, every effort **shall** be made **to** settle the dispute with the designated local super-

visor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff Representative.

8.03 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 8.04, must do so no later than thirty (30) days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance,

8.04 Step 2

(a) Subject to the time limits in Clause 8.03, the employee may present a grievance at this level by:

- (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the Article(s) or Clause(s) of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (3) transmitting his/her grievance to the designated local supervisor through the Union steward.

(b) The local supervisor shall:

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- (2) provide the employee with a receipt stating the date on which the grievance was received.

8.05 Time Limit to Reply at Step 2

(a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

(c) Where the grievance concerns a disciplinary matter, the reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. In such cases, Clause 8.07(b) shall not apply. The report shall not be introduced as evidence at any arbitration proceeding.

8.06 Step 3

(a) The President of the Union, or his/her designate, may present a grievance at Step 3:

(1) within twenty-one (21) days after the decision has been conveyed to him/her by the representative designated by the Employer to handle grievances at Step 2; or

(2) within twenty-one (21) days after the Employer's reply was due.

(b) The presentation at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Union with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.07 Time Limit to Reply at Step 3

(a) Within thirty (30) days of receipt of the grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance.

(b) The reply at this step shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

8.08 Failure to Act

If the President of the Union, or his/her designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

8.09 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 9, the President, or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received, or
- (b) thirty (30) days after the Employer's decision was due.

8.10 Administrative Provisions

(a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this Clause shall not apply.

8.11 Dismissal or Suspension Grievances

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration, with a copy to the Government Personnel

Services Division and the Deputy Minister of the appropriate Ministry, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

8.12 Deviation from **Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

8.13 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement or a Component Agreement, the dispute shall be discussed initially with the Government Personnel Services Division or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

8.14 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.15 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than Clause 8.13, shall be applied retroactively to the date ~~of~~ the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect ~~at~~ the time of the occurrence or the date set by a board of arbitration.

8.16 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

***ARTICLE 9 - ARBITRATION**

9.01 Notification

(a) Where a difference ~~arising~~ between the parties relating to the interpretation, application, or administration ~~of~~ this Agreement or a Component Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term ~~or~~ condition of this Agreement ~~or~~ a Component Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within thirty (30) days of the receipt of the reply at the third step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be ~~by~~ registered mail to the Industrial Relations Council with a copy to the other party.

(c) Where the matter in dispute ~~is~~ a dismissal grievance, the Industrial Relations Council shall set a date for the hearing to be held between the sixth and eighth week from the date that such a hearing is requested.

9.02 Assignment ~~of~~ a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date ~~be~~ set, the Industrial Relations Council shall ~~assign~~ an arbitrator ~~from~~ the mutually agreed upon list of single arbitrators and set a date for the hearing.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating ~~basis~~.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this Agreement. An arbitrator may be removed from the list by mutual agreement.

9.03 Three-Person Arbitration Board

(a) Notwithstanding Clause 9.02, when a single arbitrator has been appointed either party may indicate to the other party, within seven (7) days of receipt of written notice, if it chooses to have the matter heard by a three-person arbitration board. Both parties shall then have seven (7) days to name their appointee to the three-person board. The two appointees shall then meet to select an impartial chairperson.

(b) If either party fails to name their appointee, or the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Chairman of the Adjudication Division of the Industrial Relations Council.

9.04 Board Procedure

(a) In this article the term "Board" means a single arbitrator or a three-person Arbitration Board.

(b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.

(c) Any single arbitrator or chairperson of a three-person Arbitration Board must, as a condition precedent to his/her engagement and remuneration, execute a contract in the form set out in Appendix 9 to this Agreement.

9.05 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The

decision of the Arbitration Board shall **be** final, binding, and enforceable on the **parties**. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement **or** to alter, modify, or amend any of its provisions or the provisions of the Component Agreements.

9.06 Disagreement on Decision

Should the parties disagree **as** to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven **(7)** days.

9.07 Expenses of Arbitration Board

Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- and**
- (b) One-half of the fees and expenses of the Chairperson.

9.08 Amending **Time Limits**

The time limits fixed in the arbitration procedure may **be** altered by mutual consent of the parties, but the same must be in writing.

***9.09 Expedited Arbitration**

- (a) The parties shall meet every four **(4)** months or as often **as** required **to** review outstanding grievances filed with the Industrial Relations Council to determine **by** mutual agreement those grievances suitable for this process, and shall **set** dates and locations for **hearings** of groups of grievances considered suitable for expedited arbitration.
- * (b) All grievances shall be considered suitable for and resolved **by** expedited arbitration except grievances in the nature of:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspensions in excess **of** twenty **(20)** work days;

- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of the Master or a Component Agreement;
- (6) grievances relating to Article 14 of the Master Agreement;
- (7) grievances requiring presentation of extrinsic evidence;
- (8) grievances where a party intends to raise a preliminary objection;
- (9) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.02.

(h) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.01 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.02 Dismissal

A Minister or Deputy Minister may dismiss **any** employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.03 Suspension

The Minister, Deputy Minister, or any Ministry official specifically authorized by the Minister or Deputy Minister may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the **sus-**suspension.

10.04 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice **of** dismissal or suspension shall be forwarded to the President **of the Union** within five (5) **days** of the action **being** taken.

10.05 Right to Grieve Other Disciplinary Action

Disciplinary action **grievable** by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. **An** employee shall be **given a** copy of any such document placed on the employee's file which might **be** the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been **a** further infraction. The Employer agrees not to introduce **as** evidence in any hearing any document from the file **of an** employee, the existence of which the employee was not aware at the time of filing.

10.06 Employee Appraisal **Forms**

Where a formal appraisal of an employee's performance **is** carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to

sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

10.07 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.08 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

10.09 Rejection **During** Probation

(a) A Deputy Minister may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.04. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the **position** to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels he/she **has** been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may appeal the decision to the Deputy Minister within thirty (30) days of receiving the notice of rejection. The Deputy Minister shall respond in writing to the appeal within fifteen (15) days of having received the appeal. Failing satisfactory settlement of the matter, the President or his/her designate may submit the matter to arbitration in **accordance** with Article 9, within thirty (30) days of the date the reply from the Deputy Minister **was** received or was due.

(c) The time limits **fixed** in this appeal procedure may be altered by mutual consent, but the **same** must **be in** writing.

10.10 Abandonment **of** Position

An employee who fails to report for duty for ten (10) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there **were** reasonable grounds for not having informed the Employer.

ARTICLE 11 - **SENIORITY**

11.01 Seniority Defined

For the purpose of this and Component Agreements:

(a) Service seniority shall mean the length of continuous service **as** a regular employee in the Public Service of British Columbia. **Regular** employees **in** the Public Service

of British Columbia as of June 30, 1974, shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date. ~~Service seniority for part-time employees shall be pro-rated on the basis of one (1) years service seniority for every 1827 hours completed.~~

(b) Classification seniority for a regular employee shall be from that date upon which an employee is last appointed to his/her present classification with the status of a regular employee.

(c) Notwithstanding the provisions of (b) above, a regular employee who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an employee takes a voluntary demotion in accordance with Clauses 12.05 or 12.06 or is demoted through no fault of his/her own. In the latter cases, the employee shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted, together with all time spent in any higher classification within the same classification series or related series.

11.02 Seniority List

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

11.03 Loss of Seniority

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union

shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.

(d) An employee shall lose his/her seniority as a regular employee in the event that:

(1) he/she is discharged for just cause;

(2) subject to Clause 11.04, he/she voluntarily terminates his/her employment or abandons his/her position;

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(3) he/she is on lay-off for more than one (1) year;
or

(4) he/she becomes an auxiliary employee.

11.04 Re-employment

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her superannuation contributions.

11.05 Bridging of Service

If a regular employee terminates after August 1, 1979, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

(a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;

(b) the resignation must indicate the reason for termination;

(c) the break in service shall be for no longer than six **(6) years**; and during that time the employee must not have been engaged in remunerative employment for more than **six (6)** months excepting employment with this Employer as an auxiliary;

(d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - SERVICE CAREER POLICY

12.01 Union Observer

The President of the Union or his/her designate may sit **as** an observer on a selection panel for positions in the Public Service Bargaining Unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

12.02 Notification

Unsuccessful In-service applicants to posted positions will **be** notified of the name and classification of the successful applicant.

12.03 Appeal Procedure

(a) An unsuccessful candidate may request an explanation from the panel chairperson by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, he/she must request them in writing by telex, telegram, letter or facsimile. Where no written requests have been received by the panel chairperson within fourteen **(14)** days of the date of mailing notification of the name and classification of the successful applicant, the appointment of the successful applicant may be confirmed.

(b) The panel chairperson will reply to the employee, within five **(5)** days from receipt of the request.

(c) An appeal **must be** processed through the Union and **be** filed with (received by) the Registrar of Appeals, Public Service Commission, within fourteen **(14) days** after the date of mailing of the panel chairperson's reply.

(d) If the grounds are not clearly stated in the appeal, they must be submitted within five (5) days of the filing of the appeal,

- (e) Where an appeal has been filed, no permanent transfers or placements shall take place until the appeal has been adjudicated upon by the Public Service Commission.

(f) Time limits set out in (a), (b) and (c) above shall be calculated from the postmark. In the event of a dispute, strike, lock-out or other work stoppage in the Canada Post Office, within British Columbia, the parties shall negotiate a mutually acceptable alternative.

12.04 Relocations

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Public Service and/or the employee. In such cases, an employee will be fully advised of the reason for his/her relocation, as well as the possible result of refusal to be relocated.

Should a regular employee choose not to relocate, the employee may elect:

(a) for those employees with three (3) or more years of service seniority:

- (1) vacancy selection pursuant to Clause 13.03(c);
or
- (2) early retirement pursuant to Clause 13.03(g); or
- (3) severance pay pursuant to Clause 13.03(i).

(b) For those employees with less than three (3) years of service seniority:

- (1) the options outlined in Clause 13.02.

12.05 Rehabilitation Committee

It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

(a) The Committee shall consist ~~of~~ five (5) members, two (2) appointed by the Employer, two (2) appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to ~~assist~~ in the administration of the Committee.

(b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 4, Part IV.

(c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury ~~or~~ illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Assistant Deputy Minister, Government Personnel Services Division.

(d) The Committee shall also review cases of regular employees who have completed their initial probationary period ~~who~~ request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Assistant Deputy Minister, Government Personnel Services Division.

(e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.

(f) ~~The~~ Rehabilitation Committee shall meet not less than once a month during working hours, and leave without loss ~~of~~ pay shall be **granted** to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.

(g) Members ~~of~~ the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

12.06 Transfers Without Posting

(a) Lateral transfers or voluntary demotions may be granted, without posting for:

(1) compassionate or medical grounds to regular employees who have completed their probationary period;

(2) all employees who have become incapacitated by industrial injury or industrial illness.

(b) In such cases the Rehabilitation Committee established in Clause 12.05 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

12.07 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called ~~for a~~ panel interview shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this Clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview,

12.08 Postings

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. Such postings shall be throughout the Public Service or in regions or Ministries as deemed necessary by the appropriate Deputy Minister. The Employer is not precluded from using the posting process to establish eligibility lists. When this procedure is to be used it shall be stated on the posting.

(b) The notice of postings shall contain the following information: nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(c) Notices shall be posted on the appropriate bulletin board at least fourteen (14) days prior to the closing date

of the competition, except as provided for in Clauses **12.04**, **12.05** and **12.06** and Article 13 of the Master Agreement.

(d) Subject to Section 6 of the Human Rights Act of British Columbia, all job postings shall state: "This position is open to both male and female applicants."

(e) Disputes regarding the application of the above shall be resolved pursuant to **Clause 12.03**.

12.09 Selection Panels

(a) Selection panels shall be convened in accordance with the Public Service Act and regulations pursuant thereto. The chairpersons of all selection panels shall be appointed by the Public Service Commission or its designee. It is understood that all operations under such designation are subject to the applicable auditing procedures of the Public Service Commission.

(b) Disputes regarding the application of the above shall be resolved pursuant to **Clause 12.03**.

ARTICLE 13 - LAYOFF AND RECALL

***13.01 Pre-layoff Canvass**

(a) Prior to the layoff of regular employee(s) under Clause 13.02 or 13.03 the Ministry may, within a geographic location, canvass any employee or group of employees to invite:

- (1) placement into a vacant regular position;
- (2) resignation with severance as provided for in Clause 13.02(f) or 13.03(i) as appropriate; or
- (3) where eligible, early retirement.

The Employer will advise employees of the number of individuals likely to be affected by a prospective layoff.

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

***13.02 Layoff - Less Than Three (3) Years Service Seniority**

In the event of a layoff, the following shall apply to regular employees with less than three (3) years service:

(a) **Layoff**

v/e

(1) Layoff of regular employees with less than three (3) years service seniority shall be in reverse order of seniority within a classification and within ministry seniority blocks as specified in Appendix 7.

(2)

(i) A regular employee designated for layoff who has been promoted may opt to use Clause **13.03(c)(2)(i)** and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same seniority block may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

v/e

(iii) If an employee is not placed through the option of **(a)(2)(i)** above, then he/she may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised **only** within the same seniority block and **same** geographic location.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee in the ministry, within the same seniority block and **going** onto auxiliary recall lists within the ministry within the geographic boundaries of the seniority block.

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain his/her regular status unless he/she fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.03 and 15.04 of the Master Agreement, the vacation scheduling provisions of component agreements and notice of layoff as specified in (b) below.

(5) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

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(b) The Employer shall notify regular employees, in writing, who are to be laid off, twenty (20) work days prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

(c) An employee shall not accumulate seniority while an layoff.

(d) Notwithstanding (a)(4) above, a regular employee with service seniority of less than three (3) years and who is laid off, will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position within the ministry in the geographic location, or the geographic boundaries of the seniority block, whichever is greater, from which the employee has been laid off.

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(e) Recall of regular employees shall be in order of service seniority providing the employee **is** qualified and able to perform the **work** which **is** available after a period of familiarization. Recall to available work of four (4) months or longer duration shall be considered to be "**regular**" recall under this section rather than "**auxiliary**" recall under Clause 31.05 or (3) above. An employee **who** declines an offer pursuant to this paragraph shall be deemed to have declined placement in the Public Service and shall claim severance pay or early retirement.

(f) Severance Pay

(1) An employee may opt for severance pay on the date the layoff was scheduled to **occur**, in which case he/she shall be deemed to have resigned.

(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to one (1) weeks **pay** for every year **of** service or major part thereof.

***13.03 Layoff - Three (3) or More Years of Service Seniority**

In the event of a layoff of employees with three (3) or more years seniority, the following shall apply:

(a) Where the employee's position is relocated, he/she shall **be** offered the position in the new location. An employee may decline **an** offer pursuant to this section.

(b) The Employer shall notify employees affected by Clause 13.03, in writing, twenty **(20)** work days prior to the effective date. Copies of such notifications will **be** forwarded to the Union. If the employee has not had the opportunity to **work** twenty **(20)** full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty **(20)** days during which work was not made available.

(c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) The employee to **be** laid off shall be the employee with the least service seniority in the same classification, the **same** ministry and same geographic

location or the geographic limits of the seniority block, whichever is greater.

(2) The employee shall be placed on the basis of service seniority in accordance with (i) through (xvi) below.

| | Vacancy/ Displacement | Classification | Ministry | Geographic Location |
|--------|----------------------------------|-----------------------|-----------------|--------------------------------|
| (i) | Vacancy | same | same | same |
| (ii) | Vacancy | +/- comparable | same | same |
| (iii) | Vacancy | same | other | same |
| (iv) | Vacancy | +/- comparable | other | same |
| (v) | Displace | same | same | same |
| (vi) | Displace | - comparable | same | same |
| (vii) | Vacancy | same | same | other |
| (viii) | Vacancy | +/- comparable | same | other |
| (ix) | Displace | same | other | same |
| (x) | Displace | - comparable | other | same |
| (xi) | Vacancy | same | other | other |
| (xii) | Vacancy | +/- comparable | other | other |
| (xiii) | Displace | same | same | other |
| (xiv) | Displace | - comparable | same | other |
| (xv) | Displace | same | other | other |
| (xvi) | Displace | - comparable | other | other |

(3) In order to facilitate the administration of Clause **13.03(c)(2)** above, an employee is required to immediately indicate if it is his/her intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification, Ministry, headquarters or geographic locations.

(4) For purposes of this Clause, an employee may only displace a junior employee with less than three (3) years seniority.

(5) "Comparable" includes a job with a salary range of minus (-) fifteen (15) percent to plus (+) two (2) percent of the employee's original classification.

(6) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three (3) years seniority as outlined in Clause 13.02, rather than the options available to an employee with three (3) or more years service seniority.

(7) In the event that an employee is not placed pursuant to any of the above options he/she shall claim Section 8 above or early retirement or severance pay.

(d) Job offers pursuant to (c) above:

(1) If an employee refuses one (1) job offer in the same geographic location, and with a salary or maximum step pay range comparable to his/her existing position, he/she shall claim early retirement or severance pay as outlined in Clause 13.03. For the purposes of this section, comparable means the same or two (2) percent higher salary than his/her present position.


(2) If an employee refuses a maximum of two (2) job offers wherein the salary, or maximum step in the range is not more than fifteen (15) percent less than his/her present position or if the location is outside his/her geographic location, he/she shall claim early retirement or severance pay as outlined in Clause 13.03.

(3) An employee who fails to elect between early retirement or severance pay in (1) and (2) above shall be paid severance pay as outlined in Clause 13.03.

(e) In all cases, the regular employee must possess the qualifications as determined by the Joint Committee, to perform the work available.

(f) Retraining and Adjustment Period

(1) Employees who assume a new position pursuant to this article will receive job orientation, including,



where deemed appropriate by the Joint Committee, current in-service training, and shall **be** allowed a reasonable time to familiarize himself/herself with his/her new duties.

(2) On completion of such courses, the Joint Committee may recommend the placement of an employee in a position commensurate with his/her training.

(3) Employees involved in training under this section shall receive their basic pay for the period of training.

(g) Early Retirement

A regular employee who is age 55 years or older and has completed ten (10) years of pensionable service as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, **be** entitled to additional pensionable service equivalent in value, as determined by the Superannuation Commissioner, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the **employee's maximum** retirement age.

(h) Pay Out of Sick Leave

When an employee age 55 or older **opts** for severance pay or early retirement, he/she will also qualify in accordance with the Master Agreement, for an amount equal to fifty (50) percent of accumulated sick leave credits on the date of severance or retirement.

(i) Severance Pay

Within thirty (30) days of receipt of notice of layoff, or of refusing job offers in accordance with Clause 13.02(d), a regular employee with greater seniority than three (3) years will be entitled to resign with severance pay based upon years of service as follows:

(1) for the first year of completed employment, three (3) weeks current salary,

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(2) for the second year of completed employment, three (3) weeks current salary,

(3) for each completed year thereafter, one-half (1/2) months current salary.

The employee will not receive an amount greater than six (6) months current salary.

(j) Employees who relocate pursuant to Clause 13.03 shall be entitled to relocation expenses in accordance with Clause 27.16.

13.04 Joint Committee

(a) Within sixty (60) days of the signing of this agreement, a Joint Committee shall be constituted to provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of employees who have three (3) or more years of seniority and who are subject to layoff.

(b)

(1) The Joint Committee shall consist of five (5) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson.

(2) The Chairperson shall be appointed jointly by the parties.

(3) The Committee shall meet not less than once a month during working hours and leave without loss of pay shall be granted to Committee members. **Minutes** shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.

(c) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(d) The Employer will make available to the Committee a monthly list of vacant positions by ministry and geographic location and a list of the employees issued notices,

laid off, retired, received severance pay, or placed pursuant to Article 13, by classification, ministry and geographic location.

(e) The Joint Committee shall establish a schedule of comparable classifications.

(f) The Chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to the application ~~or~~ interpretation of Article 13.

(g) The Employer agrees to supply the Joint Committee with as much notice as possible of expected employees to be designated for layoff.

(h) The Committee shall form the Committee specified in Clause 32.12 and may recommend a plan to deal with multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations. The Employer shall notify employees affected by this provision a minimum of sixty (60) work days prior to the effective date of layoff. If the employee has not had the opportunity to work sixty (60) Pull days after notice of layoff, he/she shall be paid in lieu of work for that part of the sixty (60) days during which work was not made available.

ARTICLE 14 - HOURS OF WORK

14.01 Hours of Work

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(a) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

(b) The hours of work for Instructional staff and fire-fighting staff on the two-platoon system will remain unchanged.

14.02 Work Schedules

(a) Component Agreements shall establish shift patterns, length of scheduled **work** days and, where appropriate, averaging periods *to* meet the annual hours of **work**.

(b) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are **provided** (hours of operation), the classifications of positions and the numbers of employees required to provide the services.

(c) The Employer's designate and the employees' representative at the local level will establish work schedules based upon the shift patterns and hours of **work** clauses in the **relevant** Component Agreement and the provisions of this Article including the following:

(1) if either party wishes a change to existing **work** schedules it shall provide the other party with the earliest possible advance notice in writing;

(2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) **work** site, notice shall be given to the President of the Union or designated Ministry official;

(3) **the** parties shall have fourteen (14) days, from the date notice is given to reach agreement on **work** schedules;

(4) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an Hours of **Work** Umpire on the appropriate form.

(d) The Employer and the **Union** shall agree on a list of persons designated as "**Hours of Work** Umpires" who shall resolve hours of **work** disputes in accordance with the provisions of the Master and Component Agreements and the terms of reference agreed to by the principals.

(e)

(1) The Umpire shall have fourteen (14) days, which may be extended by mutual agreement of the princi-

pals **by a** further seven (7) days, in which to bring in a decision.

(2) The Umpire shall base his/her decision on **work** schedule information in the relevant Component Agreement and the criteria to **be** applied in this section. The Umpire may consider a work schedule proposed by either party.

(3) The party requesting a change from what has been previously agreed to shall bear the onus **for** justifying the change.

(4) in coming to **a** decision, the Umpire shall abide by the following rules:

(i) the decision must **not** be retroactive;

(ii) the hours of **work** schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret the Master or Component Collective Agreements except for the provisions of Clauses **14.02(e)(4)** and **14.02(f)**;

(iv) the decision must accord with the agreed upon terms of reference referred to in (d) above.

(f) The parties recognize that in reaching mutual agreement on work schedules, or where the Umpire **is** determining **a** schedule in accordance with the provisions of this Article the following will **also** apply:

(1) work schedules shall meet the hours of operation and **shall** consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;

(2) **work** schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or Improved service **to** the public. The onus of **proof shall be on** the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

(g)

(1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a **new** or changed work schedule by giving fourteen (14) **days** notice, providing the length of work day is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days notice may be concurrent with the period of notice in (c)(3) above. 3/5/14

(2) Where the proposed change is within existing hours of operation, **no** change shall be made without **mutual** agreement or **an** Umpire's decision.

(h) Either party may grieve an **Hours** of Work Umpire decision **made** pursuant to Clause 14.02 on the grounds that the award contravenes the requirements of Clause 14.02(e) or Clause 14.02(f). The grievance may be filed to a mutually agreed upon **Hours of Work** Arbitrator within fourteen (14) days of the receipt of the **Umpire's** award. **The Hours of Work** Arbitrator shall render a decision within fourteen (14) days of the conclusion of the hearing.

(i) If any of the provisions of this Article are in conflict with, or are restricted by, any provision of a Component Agreement, the provisions of this Article will apply.

14.03 Conversion of Hours

(a) **Lieu days** - where an employee is granted a lieu day pursuant to Clauses 17.03 or 17.04, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) **Vacation** - where an employee is granted vacation pursuant to Clause 18.01, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

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(c) Designated paid holidays - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and pro-rated for a part-time employee. Where the scheduled work day exceeds seven (7) hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.02.

(d) **Instructional and fire-fighting staff** - Notwithstanding (a), (b) and (c) above, the earning and granting of lieu days for designated holidays, short term disability leave, vacation, and designated paid holidays for instructional staff and fire-fighting staff on the two-platoon system will remain unchanged.

14.04 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3 1/2) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.05 Stand-by Provisions

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(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hours pay for each three (3) hours standing by. An employee designated for stand-by shall be immediately available for duty during the period of stand-by at a known telephone number. No stand-by payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Regular employees on stand-by in a relief operation, such as a manning pool, shall be compensated one (1) days

basic pay for twelve (12) hours standing by. Where the **time** spent on stand-by is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one (1) hours pay for each four (4) **hours** of standing **by** in addition to his/her normal days pay with a minimum of one (1) **hours** stand-by.

(c) Employees required to stand by under (a) above will not **be** required to stand by on two (2) consecutive week-ends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.06 **Meal Periods**

The scheduling and length of meal periods shall be in accordance with ~~the~~ provisions of the Component Agreement.

14.07 **Points of Assembly and Work Start Times**

(a) Where **a** work unit is staffed by employees who are members of more than one (1) Component and where there is a work dependency, between such employees, the start time shall be established for the members of the Component having the largest representation **in** the work unit.

(b) If one (1) or more of the Components in the work unit has a point of assembly negotiated in a Component Agreement and there is a work dependency between such employees, then the point of assembly for all employees in the work **unit** shall be **as** negotiated for the members of the Component having the largest representation in the work unit.

14.08 **Flextime**

(a) **For** the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

(1) choose their starting and finishing times: and

(2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified 'averaging period' which shall be determined at the Component level.

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(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours, providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours we required to complete the averaging period, such number of hours will be deemed to be hours of absence.

ARTICLE 15 - SHIFT WORK

15.01 Definition of Shifts and Shift Premiums

(a) Identification of Shifts:

(1) day shift - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;

(2) afternoon shift - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;

(3) night shift - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive;

(b) Shift Premium (full-time employees):

55 cents per hour for afternoon shift;

65 cents per hour for night shift.

15.02 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clauses 15.01(a)(2) and 15.01(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified work week agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the call-out period up to the commencement of his/her regularly scheduled shift.

15.03 Notice of Work Schedules

(a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five (55) cents per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

(c) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.

15.04 Short Changeover Premium

(a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and

the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.05 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

15.06 Shortfall of Annual Working Hours

There shall be no pay back for shortfall of annual working hours in the shift systems determined in the Component Agreement.

ARTICLE 16 - OVERTIME

16.01 Definitions

- (a) "Overtime" - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "Straight-time rate" - means the hourly rate of remuneration.
- (c) "Time and one-half" - means one and one-half times the straight-time rate.
- (d) "Double time" - means twice the straight-time rate.
- (e) "Double time and one-half" - means two and one-half times the straight-time rate.

16.02 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserved the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the Clause, the Ministry will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Ministry Joint Committee.

(c) The method of compensation for overtime shall be in accordance with the Component Agreement.

16.03 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) For the purposes of calculating the hourly rate for overtime, an employee's bi-weekly rate shall be divided by 70.

(c) The hourly rate for fire-fighting staff on the two-platoon system and instructional staff shall be calculated in accordance with the Component Agreement.

(d) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.04 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

***16.05 Sharing of Overtime**

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

16.06 Overtime Compensation

(a) Overtime worked shall be compensated at the following rates:

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- (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled work day; and
 - (2) double time for hours worked in excess of the two (2) hours referred to in (1) above;
 - (3) double time for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

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(b) An employee who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her regular days pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) An employee on travel status who is required to travel on Government business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d)

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(1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in the Component Agreement.

(2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in the Component Agreement, or upon termination.

16.07 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2 1/2) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (1/2) hour with pay will be given.

The overtime meal allowance shall be - \$9.50

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice** to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive **only** one (1) benefit for each meal.

16.08 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

16.09 Right to Refuse Overtime

(a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency

**Sufficient notice means one-half (1/2) hour to permit preparation of the meal normally taken to work.

situations, without being subject to disciplinary action for so refusing.

(b) An employee on stand-by shall not have the right to refuse call-out for overtime work.

16.10 Overtime for Part-time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.11 Call-out Provisions

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(a) Call-out compensation - A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

(b) Call-out time which abuts the succeeding shift:

(1) If the call-out is for three (3) hours or less, the employee will be required to work the call-out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight time rate for the regular shift;

(2) If the call-out is for longer than three (3) hours, the employee will be required to work the call-out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked

will be regular shift less the amount that call-out exceeds three (3) hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall;

(3) For the purpose of (1) above it is agreed that "call-out" means that an employee has been called out without prior notice.

(c) Overtime or Call-out which does not abut the succeeding shift:

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift;

(2) In a call-out situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of Call-out and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to his/her residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(e) The provisions of this clause shall not apply to fire-fighters on the two-platoon system.

(f) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

(a) The following have been designated as paid holidays:

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|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Canada Day | Boxing Day |
| British Columbia Day | |

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

17.02 Holidays Falling on Saturday or Sunday

(a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

(b) Where there **is** a work dependency between employees covered by this Agreement and private sector employees, **the** parties may, **by mutual agreement**, amend **(a)** above.

17.03 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be subject to Component negotiations.

(b) If **an** employee **is** called in to **work** on the day designated **as** the lieu day pursuant to (a) above, he/she shall be compensated at double-time rate,

17.04 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to Component negotiations.

17.05 Holiday Coinciding With a Day of Vacation

Where **an** employee **is** on vacation leave and a paid holiday **falls** within that **period**, the **paid** holiday shall not count **as** a day of vacation.

17.06 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to **work** shift shall have at least Christmas Day or the following New Year's Day off.

17.07 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee **has** been working in a higher paid position than his/her regular position for a majority of the sixty (60) **work** days preceding a paid holiday, in which **case** he/she shall receive the higher rate. For employees who **work** in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid

position for a majority of the 420 working hours preceding a paid holiday.

***ARTICLE 18 - ANNUAL VACATIONS**

18.01 Annual Vacation Entitlement

(a) Definitions:

"**Vacation year**" - for the purposes of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

"**First vacation year**" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular full-time employee who has received at least ten (10) **days** pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

| | Vacation Years | Work Days |
|-----------|--------------------------------|------------------|
| <u>54</u> | First to fifth | 15 |
| 01-03 | Sixth | 16 |
| 06-03-1 | Seventh | 17 |
| 07-03-2 | Eighth | 21 |
| 08-04-1 | Ninth..... | 22 |
| 09-04-2 | Tenth..... | 23 |
| 10-04-3 | Eleventh | 24 |
| 11-04-4 | Twelfth..... | 26 |
| 12-05 | Thirteenth to nineteenth | 25 |
| 20-06 | Twentieth and thereafter.. | 30 |

(c) Employees on staff as of July 1, 1974, who were entitled to special vacation leave shall continue to be entitled to special leave which in addition to their normal vacation leave shall not exceed twenty (20) work days per annum.

(d)

(1) **War service** - service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) years service with the Provincial Government. This regulation applies solely to those who served as members of the Commonwealth Forces.

(2) **Duration of wars** (recognized dates) - the recognized dates of duration of the following wars are:

World War II - from September 2, 1939 to June 30, 1947;

Korean Conflict - ~~from~~ August 7, 1950 to July 27, 1953.

(3) Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the Provincial Government immediately following war service. In other words, any **war** service with **HM** Forces may be added to his/her **period** of service with the Provincial Government for the purpose of computing the required service for the additional vacation privilege.

(4) **Merchant Marine Service** - service on the high seas (deep-sea) during World War II may **be** credited toward the service requirement for vacation leave purposes.. Employees are required to submit certified records of their deep-sea **time** for assessment **by** the Public Service Commission.

(e) **Conversion of hours** - where an employee is granted vacation pursuant to this article, and where the regularly scheduled work day is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

(f) ~~Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.~~

18.02 **Vacation Earnings for Partial Years**

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(a)

(1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1 1/4) days for each month for which he/she earns ten (10) days pay.

(2) Subject to Clause 18.07, any unused vacation earned during the first partial year will be paid to the employee on the final pay **day** of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.03 Vacation Scheduling

(a) With the exception of authorized vacation carry-over under Clause 18.07, the scheduling and completion of vacations shall be on a calendar-year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(d) Scheduling of vacation shall be subject to the provisions of the applicable Component Agreement.

(e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.04 Vacation Pay

(a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate.

(b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

(c) Once per calendar year, upon thirty (30) days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period, **except** that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

18.05 Approved Leave of Absence With Pay During Vacation

When **an** employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses **20.01, 20.05, 20.07** and **20.08** during his/her vacation period, there **shall** be no deduction from the vacation credits **for** such leave. The period of vacation **so** displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.06 Pre-retirement Leave

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(a) An employee scheduled to retire and to receive a superannuation allowance under the Pension (Public Service) Act, or who **has** reached the mandatory retiring age, shall be entitled to:

(1) a special paid leave for a period equivalent to fifty (50) percent of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or

(2) a special cash payment of an amount equivalent to the cash value of fifty (50) percent of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

(b) **Sick bank** credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which **has** not been utilized prior to retirement.

(c) Where an employee **is** permitted to purchase a period of war service under the Pension (Public Service) Act at

retirement, he/she may use ~~all~~ or part of his/her entitlement for the purchase of war service.

*18.07 Vacation Carry-over

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(a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days vacation leave into their first vacation year. Except as provided in Clause 18.02 (a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, nor as a seniority choice for the subsequent vacation year.

18.08 Cali Back From Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

18.09 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the Pension (Public Service) Act or who has reached the mandatory retiring age, shall be granted

full vacation entitlement for the final calendar year of service.

18.10 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 4.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.01 Bereavement Leave

(a) In the case of bereavement In the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.02 Special Leave

(a) Where leave from work *is* required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

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- (1) marriage of the employee - three (3) days;
 - (2) attend wedding of the **employee's** child - one (1) day;
 - (3) birth or adoption of the employee's child - one (1) day;
 - (4) serious household or domestic emergency - one (1) day;
 - (5) moving household furniture and effects - one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen - one (1) day;
 - (7) attend funeral as pall-bearer or mourner - one-half (1/2) day;
 - (8) court appearance for hearing of employee's child - one (1) day.

(b) Two (2) weeks notice is required for leave under (a)(1), (2), (5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the work day on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.03 Family Illness

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(a) In the case of illness of a dependent child of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

***20.04 Full-time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

20.05 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

(c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise his/her supervisor **as soon** as he/she is aware that such leave is required.

20.06 Leave for Writing Examinations

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved **by** the Employer. Employees shall **advise** the Employer of the time and place of the examination when they are made aware of the time and place.

20.07 Leave for Taking Courses

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(a) An employee **shall** be granted leave with pay to take courses at the request of the Employer. **The** Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required **books**, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes **to** enroll.

20.08 Educational Leave

(a) Educational leave granted **by** the Employer to regular employees requesting such leave **shall** be in accordance with the following provisions:

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(1) The duration **of** educational leave granted to regular employees to take advanced or special training **which** will be of benefit to the employee or the Employer may **be** for varying periods **up to** one (1) year, which may **be** renewed by mutual agreement.

(2) In certain cases, educational leave may **be** approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to **be** of significant benefit **to** the employee and the Employer.

(3) Applications for educational leave for periods of four **(4)** months or longer must be submitted to the

appropriate Ministry or agency six (6) months prior to the beginning of the requested leave period.

(4) Applications for leave of periods of less than four (4) months should be submitted to the Ministry with as much lead time as practical.

(5) After consideration by the Ministry, all applications for educational leave of four (4) months or longer shall be forwarded to the Component Joint Standing Committee for review, together with the decision of the Ministry, no later than two (2) months from the date of submission. If the Component Joint Standing Committee decides that the Ministry acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Ministry decision, the grievance shall commence at Step 3 of the grievance procedure.

(6) An employee granted educational leave under this Clause shall receive up to one hundred (100) per cent of his/her basic pay.

(7) An employee granted educational leave under this Clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, he/she will remain in the service of the Province of British Columbia for a period equivalent to three (3) times the length of his/her educational leave multiplied by the percentage of basic pay.

(8) Should he/she leave the service of the Province before this period expires, he/she shall refund to the Province the total cost of his/her training including allowances and expenses on a pro rata basis.

(9) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training he/she will remain in the service for a period equivalent to the

leave granted or refund any financial assistance granted under this **Clause** on a pro rata basis.

(10) **For** information purposes, the Employer agrees to supply the Joint Committees with the budgeting allotment for education and skill upgrading, by Ministry, for the ensuing year as soon as available after its legislative approval.

(11) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.

(12) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this Clause.

(13) If an employee falls to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this Clause.

(14) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.

(b) The Joint Committees shall provide the Ministries and agencies with criteria for the evaluation of applications for educational leave and the amount of basic pay and allowances. The Joint Committees may also establish sub-committees on education and training. These sub-committees will be responsible for making recommendations to the Joint Committee regarding in-service training needs and programs and training assistance.

20.09 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) conse-

cutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

20.10 General Leave

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Notwithstanding any **provision for leave** in this Agreement, the Employer may grant a leave of absence without pay to an employee **requesting** leave for an emergency or other unusual circumstances. A leave of absence may **also** be granted for **any** other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons **orally** for withholding approval.

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, **but** where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13.

(b) Employees In areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time **up** to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a **certificate** of a qualified medical or dental practitioner, **as** the case may be, stating that treatment could not **be** provided by facilities or services available **at** the employee's place of residence.

20.12 Definition of Child

Wherever the word "child" is used in this Agreement, it shall be deemed **to** include a ward of the Superintendent of Child Welfare, or a child of a spouse.

20.13 Maximum **Leave** Entitlement

Leaves taken under Clauses 20.02, 20.03 and 20.11 shall not exceed a total of seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

20.14 Emergency Service Leave

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from **work** as required may be granted without **loss** of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted **to** the Employer.

20.15 Canadian Armed **Forces**

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence **as** follows:

(1) **With** pay - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration **from** the Government of Canada is remitted to **the** Employer;

(2) Without **pay** - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) **Without** pay - where **an** employee, **as** a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from **the** Government of Canada for the purpose of activities related to the Canadian Armed **Forces** may be retained by the employee when on leave of absence without pay, or where he/she chooses to use part or all of his/her annual vacation entitlement for these activities, or where he/she elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

*ARTICLE 21 - MATERNITY AND ADOPTION LEAVE

21.01 Maternity Leave

A pregnant employee shall qualify for maternity leave after **six (6)** calendar months have passed from the date she commenced employment in the public service.

(a) Upon request the employee will be granted leave of absence without pay for a **period** of not more than **six (6)** months.

(b) The period of maternity leave without pay shall be from **eleven (11)** week~~s~~ before the expected date of termination of the pregnancy.

(c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at **work** becomes ill or injured following the commencement of the **eleven (11)** week period in (b) above, such illness or injury shall **be** covered **by** application of the Short Term Illness or Injury Plan **as** follows:

(1) **where** the illness or injury **is** not directly related to the condition of pregnancy, **STIP** coverage may extend to the scheduled date of commencement of maternity leave.

(2) **where** the illness is caused through an abnormal condition of pregnancy and the employee returns to **work** before the scheduled commencement date of maternity leave, the **period** of absence will **be** covered by **STIP**.

(d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

(e) The Employer shall maintain coverage for medical, extended health, **dental**, group life, and **long** term disability, and shall pay the Employer's share of these premiums.

(f) Notwithstanding Clauses **18.01(b)** and **18.07**, vacation entitlements and vacation pay shall continue to accrue

while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to ~~work~~ for a period of not less than **six (6)** months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.07.

(g) Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the Employment Standards Act.

*21.02 Adoption Leave

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(a) Upon request, and after six (6) calendar months have passed from the date he/she commenced employment in the Public Service, an employee shall be granted leave of absence without pay for up to six (6) month following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are Public Service employees, the employees will decide which of them will apply for the leave.

(b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.

(c) The Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.

(d) Notwithstanding Clauses 18.01(b) and 18.07, vacation entitlements and vacation pay shall continue to accrue while an employee is on adoption leave for the first six (6) months of adoption leave providing the employee returns to work for a period of not less than **six (6)** months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.07.

21.03 Seniority Rights on Re-employment

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(a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority he/she had accumulated prior to commencing maternity or adoption leave and shall be credited, with seniority for the period of time covered by the maternity or adoption leave.

(b) An employee shall be deemed to have resigned on the date upon which his/her maternity or adoption leave com-

menced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

***21.04 Extension of Maternity Leave or Adoption Leave**

Maternity leave or adoption leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

***ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

22.01 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this Clause.

22.02 Joint Occupational Health and Safety Committees

The Parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

(a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.

(b) The Committees will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.

(c)

(1) Each Ministry shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:

(i) a work force of ten (10) or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or

(ii) a work force of twenty-five (25) or more workers in an operation or work area classified as "C" (low) hazard by WCB First Aid Regulations.

(iii) Where Ministry work force numbers are less than the minimum requirements of (i) and (ii), Local Committees may be established to encompass more than one worksite within a headquarters or geographic location. Such Committees shall respect Ministry Administrative Management areas. Worksite combinations may be mutually agreed at the local level. Where mutual agreement cannot be reached at the local level, then either party may refer the matter to the Permanent Joint Occupational Health and Safety Committee established in Clause 22.09.

(iv) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the parties, extend the jurisdictional area for Committee representation.

(2) At any worksite where a Committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Workers' Compensation Board Industrial Health and Safety Regulations, Section 4, Clause 4.02(3). Records of the meetings and matters discussed shall be forwarded to the Union and the nearest Local Committee established in (1) above within the Ministry Administrative Management area.

(3) Local Occupational Health and Safety Committees may encompass more than one (1) Component.

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(d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or

~~accident investigation in accordance with WCB Regulations.~~

(e) Committee meetings shall **be** scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on ~~their days of rest or outside their regularly scheduled hours~~ of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

(f) Other Committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no **other** Union designated Committee member or **Union** designated employee is available, time spent by employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

(g) Where more than one Ministry occupies a facility in common, a Committee may **be** established by mutual agreement to encompass more than one Ministry. Where mutual agreement cannot be reached, then either party may refer the matter to the Permanent Joint Occupational Health and Safety Committee established pursuant to Clause 22.09 for resolution.

22.03 Unsafe Work Conditions

No employee shall **be** disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the **Local** Occupational Health and Safety Committee, or
- (b) a person designated by a Safety Committee, or
- (c) a safety officer, or
- (d) a steward at a **worksite** where there is no Safety Committee,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and

Safety Regulations, he/she shall not be subject to disciplinary action.

22.04 Injury Pay Provision

An employee who is injured on the **job** during working hours **and is** required to leave for treatment or **is** sent home **for** such injury **shall** receive payment for the remainder of his/her shift without deduction **from** short term disability leave.

22.05 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care **as** a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall **ensure** that adequate arrangements are made **for** the employee to return to the job site, assembly point or current **local** accommodation whichever **is** most appropriate to the employee's condition. Transportation will **be** provided or paid by the Employer.

The Employer agrees to incorporate information in a joint Employer/Union developed safety booklet, on air transportation of an injured **worker**, pursuant to WCB Industrial **First** Aid Regulations.

22.06 Pollution Control

The Employer and the **Union** agree to limit all **forms** of environmental pollution.

22.07 Investigation of Accidents

(a) Pursuant to Section 6 of the **Workers'** Compensation Board Industrial Health and Safety Regulations, all **accidents** shall **be** investigated jointly by at least one **(1)** representative designated by the BCGEU and one **(1)** **management** representative.

(b) Reports shall be submitted **on** a PSC 38 (accident investigation form) which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board
- (2) Occupational Health and Safety Committee
- (3) Employer Designate(s)
- (4) BCGEU Designate(s)

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, **if** a member of the bargaining unit, to complete other reports related to the accident under investigation.

(c) In the event of a fatality, the ministry shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.08 Industrial First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be Fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Industrial First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Class of certificate which they hold:

Industrial First Aid Certificate, **Class A**
- \$34.50 per bi-weekly period or \$75 per month
Industrial First Aid Certificate, **Class B**
- \$27.60 per bi-weekly period or \$60 per month
Industrial First Aid Certificate, **Class C**
- \$23.00 per bi-weekly period or \$50 per month

The allowance shall be pro-rated for partial months. For the purpose of calculating the hourly rate, the bi-weekly allowance shall be divided by 70; however, no employee shall receive more than the monthly allowance for the Class of certificate which they hold.

Employees designated to act as the Industrial First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of ten (10) work days in any month, he/she shall receive the full monthly allowance.

(d)

(1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those **regular** employees holding an appropriate Industrial First Aid Certificate to act **as** the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses **an** Industrial First Aid Certificate, the opportunity to obtain a Certificate **will** be offered to regular employees within the work unit in order of **service** seniority, **provided** the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Industrial First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching **regular** employees in the work unit on behalf of the Employer.

(4) Where (d) (1), (2) and (3) do not meet, within a reasonable period **of** time, the requirements of the Employer **to** achieve (a) above, the Employer may:

(i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Industrial First Aid Certificate, and/or

(ii) include an Industrial First Aid Certificate **as** a desirable qualification on a posting pursuant to Clause 12.08(b).

(5) Failing (4) above, the Employer may require the most senior regular employee within the **work** unit **who** can meet the requirements of the WCB regulations to undertake Industrial First Aid training in order to obtain a Certificate.

22.09 Permanent Joint Occupational Health and Safety Committee

There shall be established a Joint Committee composed of five (5) representatives of the Employer and five (5) representatives of the Union. The Committee's responsibilities will be:

(a) To monitor and assess results of the ongoing Training Program for Occupational Health and Safety Committees agreed to by the Principals. This course, which was developed in consultation with the Workers' Compensation Board, and which may be amended from time to time by mutual agreement, will provide a training program for members of Occupational Health and Safety Committees dealing with the objectives and duties of such Committees, and

(b) To review reports on matters referred by Occupational Health and Safety Committees and make recommendations to the bargaining principals regarding occupational health and safety matters.

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22.10 Employee Fitness

The Union and the Employer acknowledge that a program of employee physical fitness is a positive contribution to the health of the employees. The parties therefore agree to establish a Joint Committee to investigate the feasibility of ~~expanding the~~ fitness program to appropriate areas of British Columbia.

22.11 Video Display Terminals

When **employees are** required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where

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requested, the Employer shall grant leave of absence with pay.

(b)

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(1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.

(2) Employees required to continuously operate VDTs for three and one-half (3 1/2) consecutive hours or longer but less than their full shift shall be re-assigned to alternate work duties for one (1) ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

(c)

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(1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals; or

(ii) not working in the area of one (1) meter of video display terminals which use cathode ray tubes; or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices of her ministry within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability

plans, the Employer will continue to pay the Employer's share of the required premiums.

- (e) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
 - (2) meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.

The Permanent **Joint Occupational Health and Safety** Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

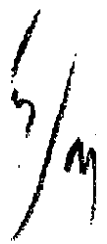
(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "Working with Video Display Terminals".

(g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "Working With Video Display Terminals".

22.12 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

(a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' **Compensation** Board.

(b) Where employees are required to work with or are exposed to any Dangerous **Good**, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.



22.13 Radio Contact or Employee Check

(a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.14 Communicable Diseases

✓ The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the Parties agree that this Issue will be addressed by the Permanent Joint Occupational Health and Safety Committee to make recommendations to the Bargaining Principals.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes in technology.

(c) In light of this mutual recognition the parties have agreed to the following:

23.02

(a) For the purpose of technological change **as** defined in **Section 1** of the **Public Service Labour Relations Act**, the Employer agrees to provide the Union with **as** much notice **as** possible, but in any event not **less** than sixty **(60)** days notice of **a** technological change.

(b) **Upon** receipt of **a** notice of technological change pursuant to Clause **23.02(a)** the Joint Committee established under Article 29 shall meet to consult on the impact of the proposed change.

(c) **The** written notice identified in Clause 23.02(a) will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the Employer plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Clause **23.02(a)**:

(1) Regular employees who are assigned by the Employer to **work** with the new technology shall receive a period of training and familiarization. Employees involved in training under this Clause shall receive their basic pay for the period of training. **Where** the employee cannot meet **job** requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13.

(2) To absorb those regular employees **who** are not assigned by the Employer to work with the new technology or **who** are displaced because of such technological change, the Ministry will endeavour to utilize normal turnover **of** employees within the Ministry geographic location **in** which the change occurs, to the extent that turnover occurs during the period in which a technological change **is** being implemented.

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(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 31 as appropriate.

23.03

For purposes of this Article, "Technological Change" shall not include **normal layoffs** resulting from a reduction of the amount of **work** required to **be** done.

23.04

Notwithstanding Clause **23.02(a)**, the parties recognize that there may be circumstances of statutory obligation where it **is** not possible to provide the notice **set** forth in this Article. **In such** circumstances, notice **shall be** provided as soon as possible.

23.05

The Parties recognize the value of maintaining on-going communication **and** consultation concerning changes to **work-**place technology, other than technological change **as** defined in the Public Service Labour Relations Act and provided for in Clause **23.02(a)**. Accordingly, the parties agree, pursuant to Article 29, to meet to exchange information with respect to **such** changes at the request of either party.

ARTICLE 24 - CONTRACTING OUT

The Employer agrees not to contract out **any work** presently performed **by** employees covered by this Agreement which would result In the laying off of **such** employees.

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***ARTICLE 25 - HEALTH AND WELFARE**

25.01 Basic Medical Insurance

All regular employees, whether full-time or part-time, **may** choose to **be** covered by the Public Service Medical Plan, for **which** the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with **the** existing policy of the plan. The Employer will pay one hundred (100) percent of the **regular** premium.

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25.02 Extended Health Care Plan

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The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

25.03 Dental Plan

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(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

- (1) Part A, 100 percent coverage;
- (2) Part B, 60 percent coverage;
- (3) Part C, 50 percent coverage.

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(b) An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Effective August 1, 1982, orthodontic services are subject to a lifetime maximum payment of \$1,750 per patient.

*25.04 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of:

- (1) \$50,000 effective date of signing of this agreement;
- (2) \$60,000 effective August 1, 1989;
- (3) \$65,000 effective August 1, 1990.

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The Employer shall pay one hundred (100) percent of the premium on the base minimum as set out in (1), (2) or (3) above and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

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- (1) **loss** of both **hands** or feet - the principal sum;
- (2) **loss** of sight of both eyes - the principal sum;
- (3) **loss of** one hand and one foot - the principal sum;
- (4) **loss** of one hand or one foot and sight **of** one eye - the principal sum;
- (5) **lose** of one hand or one foot - **one** half the principal sum;
- (6) **loss** of sight of **one** eye - one half the principal sum.

25.05 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft **on business** of the Government, regular and auxiliary employees will be covered by the terms **and** conditions of the Government blanket insurance policy.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the **case** of death, to the **employee's** beneficiary as designated under the Group Life Plan, if any, **or** in the absence of such beneficiary, to the employee's estate.

(c) **Coverage** shall commence from the place of employment or residence, whichever may last occur, and end **upon** returning to the regular place **of** employment **or** residence, whichever may occur first. Employees are not covered while piloting an aircraft in the **course** of their duties **unless** employed or paid **as a** pilot, or unless otherwise authorized.

25.06 Unemployment Insurance

Unemployment insurance coverage will be provided during the life **of** this Agreement for regular and auxiliary **employees who** would, if employed **by** a private employer, be eligible for **such** coverage under the provisions **of** the Unemployment Insurance **Act**.

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25.07 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's **time**, other than a medical examination under Appendix 4, Section 1.04.

25.08 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.09 Employee Assistance Program

A province-wide Employee Assistance Program will be established pursuant to Memorandum of Understanding 4.

25.10 Health and Welfare Plans

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

(b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

*ARTICLE 26 - WORK CLOTHING

26.01

All matters pertaining to the provision and maintenance of work clothing shall be in accordance with the terms of the Component Agreements.

*26.02 Purchase of Work Clothing

The Union and the Employer agree that preference will be given to B.C. suppliers when clothing or wearing apparel is purchased by the Employer. The aims of this policy are:

- (a) to encourage business operations within B.C.;
- (b) to foster new job-creating enterprises throughout the Province; and
- (c) to promote growth and stability in B.C.

For the term of this agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (a) is manufactured in B.C.; or
- (b) creates new jobs in B.C. at the provincial-industry standard rate of pay, the Union will consider the requirements of this Clause have been met.

***26.03 Replacement Provisions**

(a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when he/she surrenders unserviceable items previously Issued.

(b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in the current Component Agreement.

(c) The Correctional Services Component Agreement and the "Marine" Section of the Operational Services Component Agreement are exempt from the provisions of Clauses 26.03(a) and 26.03(b) unless negotiated with the Component during the term of this Agreement.

***ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

27.01 Equal Pay

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The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

***27.02 Pay Days**

(a) Employees shall be paid bi-weekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment.

(b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the pay cheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.

(c) The Employer ~~shall provide~~ for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall **be** compulsory except where access to a financial institution with capability of accepting direct deposit ~~is~~ not available.

(d) When a pay **day** falls on an employee's rest **day** the Employer **shall** issue the pay cheque on the last shift worked prior to the pay day, provided the cheque ~~is~~ available.

(e) Employees **working** shifts shall receive pay cheques in accordance with the following:

- (1) **day shift** - on the pay day;
- (2) **afternoon shift** - coming off the shift prior to the pay day;
- (3) **night shift** - coming off the shift the morning of the pay day.

(f) If the pay cheque ~~is~~ not available on the pay day, the Employer shall arrange for the employee to **be** provided on the pay day with an adequate advance on ~~his/her~~ **salary**.

***27.03 Rates of Pay**

(a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, **subject** to Clause 27.07 and Appendix 5, Rates of Pay for Apprentices. An employee who severed ~~his/her~~ employment between August **1, 1988** and the date ~~of~~ signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary upon written request.

(b) **The** distribution of pay cheques shall be **done** in **such** a manner that **the** details of the pay cheque shall be confidential.

(c) Rates of pay shall **be** increased ~~as~~ follows:

- (1) Effective **August 1, 1988** a general wage increase ~~of five~~ and one-half **(5.5)** percent.
- (2) Effective January 1, 1989 the **salary** grid contained in Appendix 3A **shall** be implemented.

(3) Effective August 1, 1989 a general wage increase of five (5) percent.

(4) Effective August 1, 1990 a general wage increase of five and one-half (5.5) percent.

(d) **The** rates of pay are recorded in Appendix 3.

27.04 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principal duties ~~of~~, a higher-paying position, he/she **shall** receive the rate ~~for~~ the ~~job~~, where a single rate **is** established. If a salary range **is** established, he/she **shall** receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight (8) percent above his/her current rate, whichever **is** greater, but not more than the top of the new **salary** range. Employees on short term disability leave, special leave, or any other ~~paid~~ leave of absence **will** be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment ~~for~~ leave under Clauses 20.01 and 20.02 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) days preceding his/her leave, ~~in which case~~ he/she **shall** receive the higher rate.

(b) Substitution pay **is** not payable when **an** employee has not ~~been~~ designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position **as** defined in the functional job description.

27.05 Rate of Pay on Reclassification or Promotion

(a) When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position if a single salary, or, in the case ~~of~~ positions on a salary range, **will** receive the rate in the salary range **which is** the closest step to eight (8) percent above his/her previous rate, or the minimum of the new range, whichever **is** greater, but not more than the top of the new **salary** range.

(b) The above does not apply to teachers or to new classifications established pursuant to Clause 28.03.

27.06 Pay on Temporary Assignment

A **regular** employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of **pay**.

27.07 Salary Protection and Downward Reclassification of Position

(a) Effective June **21, 1986** an employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position; or
- (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

That employee shall not receive negotiated salary increases until the salary of the employee's new classification equals **or** exceeds the **salary** which the employee ~~is~~ receiving.

When the salary of the employee's new classification equals **or** exceeds the salary which the employee is receiving, the employee's salary will **be** implemented at the maximum step of his/her new classification.

That employee **shall** receive the full negotiated salary increases for his/her new classification ~~thereafter~~.

(b) Prior to June **21, 1986** an employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position; or
- (2) placement into another position with a lower maximum **salary**,

that ~~is~~ caused other than by the employee.

That employee shall continue to receive fifty (50) percent of the negotiated **salary** increases applicable to ~~the~~

employee's new classification until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his/her new classification.

That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

(c) Such changes in classifications or placements made pursuant to Article 13 and/or Clause 32.12 are covered by (a) and (b) above.

27.08 Vehicle Allowances

Vehicle allowances for all distances travelled on government business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometers, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

Vehicle allowances shall be:

| | |
|-----------------|-----------------|
| First 16,000 km | 26 cents per km |
| Over 16,000 km | 13 cents per km |

*27.09 Meal Allowances

Employees on travel status away from their headquarters shall be entitled to a meal allowance for the time spent away from headquarters.

Upon ratification meal allowances shall be:

| | |
|-----------|--------|
| Breakfast | \$8.75 |
| Lunch | 8.50 |
| Dinner | 14.75 |

Effective August 1, 1990 meal allowances shall be:

| | |
|--------------|-------------|
| Breakfast | \$7.00 |
| Lunch | 8.75 |
| Dinner | 15.25 |

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27.10 **Isolation Allowance**

(a) An isolation allowance of \$5.75 per point per month shall be paid to each eligible employee. Equivalent bi-weekly rates will be as shown in Appendix 8.

(b) The basis of payment shall be in accordance with the formula devised by the Joint Committee on Isolation Allowances and the revised point-ratings resulting from the general review carried out by the Committee based on the 1978 census, until March 31, 1983 after which time payment shall be in accordance with agreement reached by the Principals in (c) below.

(c) The Joint Committee on Isolation Allowances will make a general review of the point ratings assigned each location based on the 1981 census and submit its report to the Principals not later than March 31, 1983.

(d) Current employees in locations, the point ratings of which are reduced below eleven (11) points as the result of the above review, will continue to receive, until March 31, 1983, the amount of allowance they were receiving prior to the review. Effective April 1, 1983 and each April 1 thereafter, the amount of allowance will be reduced by twenty (20) percent of that amount while they remain employed at that location.

(e) Current employees who are receiving partial isolation allowances on the basis provided in Clause 27.10 (b) of the Agreement signed on September 25, 1979 shall continue to receive such partial allowances in accordance with that Agreement until that phase-out is completed.

27.11 **Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not avail-

able. An employee shall be reimbursed for the cost of commercial transportation upon presentation of receipts, up to a maximum of eight dollars (\$8.00).

27.12 Cashier Policy

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive and too frequent cash errors shall be:

- (a) Provided with further training as a cashier; or
- (b) Provided retraining with a view to placement in a more suitable position; or
- (c) Liable for disciplinary action provided there was no success in (a) or (b).

27.13 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be in accordance with the provisions of the Component Agreements.

*27.14 Upgrading Qualifications

(a) Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

(b) The parties recognize that the Employer is, or may, be scaling down or phasing out the operations of Woodlands, Riverview, Oak Bay/Tillium and Glendale. Employees of those institutions who would otherwise be laid off as a result of the closure/phase out of any of those institutions will be placed into vacant positions according to the employee's seniority pursuant to the Memorandum of Understanding, Part II - Privatization, C Employee Options, 2 (a).

27.15 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding 2.

27.16 Relocation Expenses

Regular employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2.

27.17 Relocation at Time of Retirement

Where an employee, who has been relocated by the Employer or through a competition to an isolated location, gives not less than six (6) months notice prior to retirement to relocate elsewhere in the Province, the Employer will pay the cost of moving the employee's household goods and effects in accordance with that part of the relevant regulations in effect at the time of the employee's retirement, providing that:

(a) The employee shall have served a minimum of three (3) years in the isolated location.

(b) The employee actually moves to a location in the Province within three (3) months of the month in which he/she ceases to be actively employed in the Public Service.

(c) For the purposes of this Clause, the term "isolated location" shall include all the locations on the Isolation Index, or as altered by mutual agreement from time to time.

(d) For the purposes of this Clause, the term "retirement" shall refer to an employee who is scheduled to retire and to receive a superannuation allowance under the Pension (Public Service) Act, or who has reached mandatory retiring age.

27.18 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Pension (Public Service) Act is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.

(b) For the purposes of this Article, one months salary is

$$\frac{\text{bi-weekly rate} \times 26.0892857}{12}$$

27.19 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

27.20 Telephone Allowance

Employees on travel status who are required to obtain over-night accommodation shall be entitled to claim for one (1) three-minute telephone call home, to or within British Columbia, for every three (3) consecutive nights away.

27.21 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to eight (8) percent, but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight (8) percent, the new salary shall be the maximum of the new position.

27.22 Hourly, Daily and Partial Month Calculations

The formula for paying a bi-weekly or hourly salary is as follows:

$$\frac{\text{Annual salary}}{26.0892857} = \text{bi-weekly salary}$$

$$\frac{\text{Monthly salary} \times 12 \text{ months}}{26.0892857} = \text{bi-weekly salary}$$

$$\frac{\text{Bi-weekly salary}}{70} = \text{hourly rate}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a bi-weekly rate to a monthly rate, the formula will be as follows:

$$\frac{\text{Bi-weekly rate } \times 26.0892857}{12}$$

The formula for paying a partial salary to employees paid on a bi-weekly basis is:

Salary = hours worked and paid holidays \times bi-weekly salary divided by hours scheduled and paid holiday (paid holiday equals 7 hours).

When an article in this Agreement or a **Component** Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified **dates** will mean payment on the closest pay period pay day to the specified date.

27.23 Special Vacation Transportation Subsidy for Severely Isolated Locations

(a) Employees at severely isolated locations with access to major centres only possible by water or extended travel over roads which are unpaved, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.

(b) This subsidy shall be in the amount of three hundred dollars (\$300.00), and is only payable in the event that the employee actually leaves the isolated area.

(c) For the purposes of definition under (a) above the specific locations not exceeding fifty (50), on the Isolation Index have been identified by the Joint Committee on Isolation Allowances and are listed in Appendix 6. These locations will not be changed without mutual agreement.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.01 Classification Specifications

The Employer agrees to supply the President of the Union or his/her designate with the classification specifications for those classifications in the bargaining unit.

28.02 Job Evaluation Plan

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly introduction of, or change in, job evaluation plans, the Public Service Joint Classification Committee shall consist of an equal number of representatives of each party.
- (c) The Committee shall formulate the job evaluation plans used within the **Public Service Bargaining Unit** and shall make joint recommendations to the bargaining principals for ratification.
- (d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, In conjunction with Clause 28.03.
- (f) The Employer may update classification standards where it **does** not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the Government Personnel Services Division copies will be filed with the President of the Union.

28.03 Classification and Salary Assignments

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the parties who shall determine the new rate of pay.

(d) The new rate **of** pay shall be effective on the date agreed to by the **parties** or the date set **by** the arbitrator but, in any event, not earlier than the date of implementation.

28.04 Classification Appeal Procedure

An employee **shall** have the right to appeal, through the Union, the classification of the position **he/she** occupies. Such **an** appeal shall be in accordance **with** the provisions of this Clause and shall not be considered a grievance under Article **8 of** this Agreement:

(a) If an employee believes that the position **he/she** occupies **is** improperly classified, **he/she shall** discuss the classification **or** grade with **his/her** immediate supervisor.

(b) The supervisor **shall**, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days **of** the request.

(c) Upon request, the employee **and his/her** immediate supervisor shall discuss this statement by comparison with the classification **specification(s)**.

(d) If there is **a** dispute between the supervisor and the **employee** concerning the classification or grade of the **position he/she** occupies, or if the employee believes there is **a** conflict between **his/her** Classification specification and the statement of duties, the employee may initiate a **formal** appeal **by** completing a "Classification Appeal Form" and forwarding it **to** the **Ministry** Personnel Officer. The Ministry Personnel Officer shall respond in written form within sixty **(60)** days of the receipt **of** such a request.

(e) If there remains a dispute respecting the classification or grade, the employee may **process** the completed "Classification Appeal Form" through the Union to **be** filed **with** the Employer **within sixty (60) days** of receipt **of** written notification of the Ministry's decision. The Employer shall review the appeal and respond to the **Union** with a full explanation of its decision within sixty **(60)** days of the date of submission.

(f) If the above procedure **does** not lead to a satisfactory resolution, the **Union may submit** the matter, within **sixty**

(80) days, to a classification referee who shall make a final and binding decision in accordance with the procedures agreed to by the parties for this purpose.

(g) **The** time limits referred to in this Clause will only apply to disputes arising subsequent to the date of signing of this Agreement, and may be extended by mutual agreement.

(h) The effective date of any resulting change in classification shall be the first day of the bi-weekly pay period following the date of receipt by the Ministry Personnel Officer of the employee's "Classification Appeal Form", submitted pursuant to Clause 28.04(d).

ARTICLE 29 - MINISTRY JOINT COMMITTEE

29.01 Establishment of Joint Committee

There may be established, by mutual agreement, for each Ministry at least one (1) Joint Committee composed of members equal in number, represented by the Employer and the Union. The minimum size of this Committee shall be two (2) Union representatives and two (2) senior Employer representatives, and the maximum size shall be four (4) Union representatives and four (4) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees. Employees appointed to the Joint Committee shall be from the Ministry concerned.

29.02 Meetings of Committee

The Joint Committee shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

29.03 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

29.04 **Responsibilities of** Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.

(b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

ARTICLE 30 - SECONDMENT

30.01 Definition

"Secondment" means a process by which the Employer may assign an employee to another agency, board, society, commission, or employer not subject to the Public Service Labour Relations Act.

30.02 Notice of Secondment

The Employer agrees to make every effort to provide an employee with four (4) weeks written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

30.03 Provisions of BCGEU Agreements to Apply

The provisions of the applicable current Union/Employer collective agreements will apply to seconded employees. The agency, board, society, commission, or employer to which the employee is seconded will receive written notice of this Article and will be provided with copies of relevant agreements.

30.04 Employer's Representative Designated to Handle Grievances at the 2nd Step

The Employer **will** inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and his/her supervisor **is** not appointed to the Public Service, the employee will discuss the grievance with his/her supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

***ARTICLE 31 - AUXILIARY EMPLOYEES**

31.01 Auxiliary Employees

(a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.

(b) Auxiliary employees who have worked 1827 hours in a fifteen (15) month period and who are employed for work which is of a continuous full time or continuous part time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

31.02 Seniority on Applying for Regular Positions

(a) Auxiliary employees who have completed either two hundred (200) work days or 1400 hours at the straight time rate in a fifteen (15) month period, as outlined in (b) below, will be recognized as in-service applicants when applying for regular positions.

(b) Subject to Clause 31.04, an auxiliary employee who has worked either two hundred (200) days or 1400 hours at the straight time rate within the fifteen (15) month period immediately prior to application for a regular position, or an auxiliary employee who is on layoff status and who has worked either two hundred (200) days or 1400 hundred hours at the straight time rate within the fifteen (15) month period prior to being laid off, will have his/her length of service as an auxiliary employee recognized in accordance with Section 5(2) of the Public Service Act.

(c) Auxiliary employees **who** have completed either **two** hundred (200) work days or **1400** hundred hours at the straight time rate **within** a fifteen (15) month period, as outlined in (b) above and who have to move **From** one geographic location to another after winning a competition, or **at** the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding 2.

31.03 Seniority

(a)

(1) **For** the purpose of lay-off and recall, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority within a Ministry seniority unit, **as** defined in the Component Agreement, on the **basis** of:

(i) all hours worked at the straight-time rate;

(ii) designated paid holidays **or** days off in lieu in accordance with Clause 31.10;

(iii) annual vacation in accordance with Clause 31.11(b);

(iv) leave pursuant to Clause 31.13.

(2) The total hours **above** shall be converted to a seven-hour shift to establish seniority.

(3) Upon completing thirty (30) **work** days (seven-hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) **work days**.

(b) Subject to Clause 31.04, an auxiliary employee shall retain his/her service and classification seniority if he/she is moved **by** the Employer from **one** Ministry seniority unit to another.

(c) **For** the purpose of lay-off and recall, auxiliary employees **who** are on a claim recognized by the Workers' Compensation Board which **arises out of a** work-related injury while employed **by** the Government, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the **job**.

(d) A current work unit service seniority list shall be posted quarterly in each seniority unit.

31.04 Loss of Seniority

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on lay-off for more than nine (9) months;
- (d) he/she is unavailable for, or declines, three (3) offers of re-employment as provided in Clause 31.05; or
- (e) he/she becomes a regular employee.

*31.05 Layoff and Recall

- (e) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a Ministry seniority unit as defined in Component Agreements.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a Ministry seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees hired for special projects, as mutually agreed to between the Employer and the Union, or auxiliary employees hired under the auspices of the Ministry of Advanced Education and Job Training, Personal Placement Programs, shall be considered terminated for cause in accordance with Clause 31.04(a) upon completion of their project or program.
- (e) Ministries will schedule time periods during which auxiliary employees on layoff will be contacted as work is

available. These scheduled time periods **will** be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three (3) hours on any one day or for more than one (1) period per shift, at their contact point established pursuant to **(g)** below.

Calls made to auxiliary employees outside **of** the scheduled time periods will be treated in accordance with the applicable **sections** of this Memorandum.

(f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to **be** personally available at their contact point during these scheduled time periods. The exceptions to this provision are detailed in **(h)** and **(j)** below.

(g) Auxiliary employees will provide a direct **communication link** that will give them personal contact with their **work unit/recall** section. This **communication** link must be appropriate to the Ministry's operation and may include telephone, radio telephone, public media, on call boards, written communication, etc.

(h) Where a written communication link is established, a single attempt by registered mail **will** be made to contact the auxiliary employees. Where **telephone/radio** telephone communication is used, two **(2)** attempts, at least five **(5)** minutes apart, will **be** made to contact the auxiliary employees. In the case of an emergency situation, a **single** verbal attempt **will** be made to contact the auxiliary employees.

(i) Auxiliary employees are responsible for advising their work unit/**recall** section, in writing, of their current phone number, address, radio **call numbers**, etc., **as** established in **(g)** above, and for the accuracy and completeness of the information provided. Where public communication **or** display media are used by the Ministry to advise auxiliary employees **of** work available, the auxiliary employees will **check** such media in the **manner** indicated by the Ministry. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Auxiliary employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Ministry. The auxiliary employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) Ministries unable to contact auxiliary employees during the scheduled time periods established in (e) above, will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 31.04(d). Ministries unable to contact auxiliary employees outside of the scheduled time periods will not count such unavailability for purposes of Clause 31.04(d) except as specified in (l) below.

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 31.04(d).

(m) Where auxiliary employees are contacted during the Scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.04(d).

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Ministry, will not have the decline or unavailability count as an occurrence for purposes of Clause 31.04(d):

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) absence on bereavement as per Clause 31.06(i);
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;

(5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;

(6) illness of a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;

(7) Union leave per Clause 2.10;

(8) jury duty;

(9) medical or dental appointments.

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three (3) separate occasions** in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.

**It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

(p)

(1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.

(2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.

(3) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days written notice.

(q) Auxiliary employees unavailable for, or declining work offered to them, **will** not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list **as** junior employees **work** these hours.

(r) A Ministry is not required to recall auxiliary employees who have already accumulated 1827 hours in a twelve (12) month scheduling period.

(s)

(1) Auxiliary employees who report for **work** at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee **is** unfit to perform his/her duties or has failed to comply with the Industrial Health and Safety Regulations **of** the Workers' Compensation Board.

(2) Where an employee commences work he/she shall receive three and one-half (3 1/2) hours pay at his/her regular rate **unless**:

(i) his/her work **is** suspended for reasons completely beyond the control of the Employer;
or

(ii) the duration of the **work** assignment is known in advance by the employee;

in which instances the **provisions** of (s)(1) shall apply.

31.06 Application of Agreement

(a) Except **as** otherwise noted in this Article, the **provisions** of Articles 11, 13, 17, **18**, 19, 20, 21, and 25 do not apply **to** auxiliary employees. The provisions of other Articles apply **to** auxiliary employees, except **as** otherwise Indicated.

(b) Auxiliary **employees** with accrued sick leave shall bank their **sick** leave accrual and draw upon it in accordance with **this** Agreement. **Auxiliary** employees currently on the Public Service Medical **Plan** may maintain **coverage** while **still** in the Employer's service.

(c) Auxiliary employees with accrued sick leave banked, and who ~~so~~ elect, may have twenty-five (25) percent of a day from their banked credits applied to each day on a Workers' Compensation Board claim, up to a maximum of one hundred and thirty (130) days, or until the sick bank is exhausted, whichever occurs first. In these cases the auxiliary employee shall receive his/her regular rate of pay, and the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(d) Auxiliary employees with accrued sick leave banked shall be entitled to pre-retirement leave in accordance with Clause 18.06.

(e) Auxiliary employees with accrued sick leave banked shall retain their sick leave credits if re-employed within twelve (12) months of being laid off.

(f) Any auxiliary employee who is eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

(g) Auxiliary employees shall be entitled to the provisions of Clause 20.01 (Bereavement Leave); however, such leave shall be without pay.

(h) Maternity leave for auxiliary employees with less than 1827 hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

*31.07 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of forty-seven cents (\$.47) per working hour, up to a maximum of thirty-two dollars and ninety cents (\$32.90) per biweekly pay period.

31.08 Weekly Indemnity

(a) Clause 31.07 will not apply when an auxiliary employee is receiving benefits under this Clause.

(b) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of auxiliary seniority with the same ministry. Once established, eligibility for weekly indemnity is retained

unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty (60) percent of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the straight time hours paid in the six most recent biweekly pay periods in which earnings occurred.

(c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth day of illness.

(d) Subject to Clause 31.08 (c), full benefits will be reinstated:

(1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates one hundred fifty (150) more hours of auxiliary seniority with the same ministry;

(2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more hours of auxiliary seniority with the same ministry.

(e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(f) The benefits described in this Clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

(1) who is not under the care of a licensed physician;

(2) whose illness **is** occupational and **is covered by** Workers' Compensation;

(3) whose illness **is** intentionally **self-Inflicted**;

(4) who **is** pregnant and **has** a pregnancy-related **Illness** during the period **commencing** with the tenth (10th) week prior to the expected week of **confinement** and ending with the sixth (6th) week after the week **of** confinement; or during any period of formal maternity leave taken **by** the auxiliary employee pursuant to the Employment Standards Act or to mutual agreement between the auxiliary employee and her Employer; or **during** any period **for** which the auxiliary employee **is** paid Unemployment Insurance maternity benefits;

(5) whose illness results from service in the **Armed** Forces;

(6) whose illness results from riots, wars or participation in disorderly conduct;

(7) who is ill during a period of paid vacation;

(8) whose illness is sustained while **he/she** is committing a criminal **offence**³

(9) who **is** engaged in an employment for a wage **or** profit;

(10) who is **ill** during a strike **or** lockout at the place where **he/she** **was** employed if that **illness** commences during the strike or lockout;

(11) who **is** serving a prison sentence;

(12) who **would** not **be** entitled to benefits payable pursuant to Part **II** of the Unemployment Insurance Act because **he/she** is not in Canada;

(13) who is absent from work because of **plastic surgery** performed **solely** for cosmetic **purposes** except where the need for surgery **is** attributable to an illness or injury.

(g) The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

***31.09 Medical, Dental and Group Life Insurance**

(a) Auxiliary employees will be eligible for coverage under Clauses 25.01, 25.02, 25.03 and 25.04 after completion of 1827 hours worked in a fifteen (15) month period. Such auxiliary employees receiving benefits under this Clause will not receive the forty-seven (47) cents per hour under Clause 31.07.

(b) An auxiliary employee will cease to be entitled to coverage under (a) above when he/she loses his/her seniority in accordance with Clause 31.04(a), (b), (c) or (d).

(c) A Joint Committee shall be established to determine the administrative feasibility of covering long-term auxiliary employees with the long term disability plan referred to in Article 19.

(d) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the lay-off occurs by paying the premium themselves.

(e) When an auxiliary employee on lay-off, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

31.10 Designated Paid Holidays

(a) Auxiliary employees shall be compensated for the paid holiday who have:

(1) worked the day before and the day after a paid holiday; or

(2) worked fifteen (15) of the previous thirty (30) days; or

(3) worked at least one hundred five (105) hours at the straight time rate in the previous thirty (30) days.

This clause shall not apply to employees who have been terminated and not on layoff status.

(b) An auxiliary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined In Article 17.

31.11 Annual Vacations

(a) Auxiliary employees will be entitled to receive vacation pay at the rate of six (6) percent of their regular earnings. Auxiliary employees shall receive their earned vacation pay upon termination or calculated up to November 30th and paid before December 31st of the year in which the vacation pay was earned.

(b) Auxiliary employees who have completed 1827 hours worked in a fifteen (15) month period shall be eligible for annual vacation leave in accordance with the provisions of this Clause and Clause 18.01, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above.

(c) The calendar year in which an employee qualifies for vacation leave under (b) will be considered the first partial year of service for purposes of vacation entitlement, and subject to Clause 18.07 any unused vacation entitlement earned during that year will be paid to the employee on the final pay day of that year.

(d) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.02.

(e) Vacation leave shall be scheduled in accordance with the provisions of the applicable Component Agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.

(f) Vacation schedules, once approved by the Employer, may be rescheduled if it **is** displaced by an emergency or because the employee **is** absent **on** an approved WCB claim.

(g) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses **18.04, 18.07, 18.08, 18.09** and **18.10**.

31.12 Apprentices

Apprentice employees who become auxiliary employees as a result of no regular positions being open when they complete their apprenticeship shall retain their banked sick leave and draw on it in accordance with Article 19.

31.13 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIP) Clauses **20.01, 20.02, 20.03, 20.04, 20.05, 20.09, 20.11, 20.12, 20.13** and Article 21 as follows:

(a) An employee will be entitled to benefits under this Clause after completion of **1827** hours worked in a fifteen (15) month period.

(b) An auxiliary employee will cease to be entitled to coverage when he/she:

(1) falls to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21,

(2) loses his/her seniority in accordance with Clause 31.04 (a), (b), (c), or (d).

(c) Benefits will not be paid on lay-off except as provided in Appendix 4, Section 1.10.

(d) Auxiliary employees on lay-off or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half (1/2) of a scheduled work day or shift.)

(e) Where there ~~is~~ no established work schedule the ~~cal-~~ calculation of hours for the purposes of STIP benefits shall be based on the average number of hours worked during the three (3) month period immediately ~~preceding~~ absence due to illness.

ARTICLE 32 - GENERAL CONDITIONS

32.01 Child Care Facility

(a) The Employer and the Union agree to establish a Joint Committee to investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.

(b) The Joint Committee constituted under this Clause shall establish a child care facility pilot project in the Greater Vancouver area. The Committee shall determine the structure under which the pilot project shall operate, including such matters as whether a society should be incorporated to administer the project and the employment of staff.

(c) The Employer's sole financial responsibility shall be limited to the provision of suitable space in a Government-owned or leased facility such that it may be adapted to a child care facility without any major or structural modification.

(d) Subject to (b) above, the project shall be conditional upon total requisite funding being obtained from the Employee Benefit Trust. It is understood that the pilot project shall be for the benefit of all the beneficiaries of the Trust.

(e) The Committee shall evaluate the project on an ongoing basis and make recommendations to the principals which may include, but shall not be limited to, the establishment of other child care facilities in other areas of the Public Service or the abandonment of the project.

32.02 Parking

The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties. A joint Employer/Union Parking

Committee shall **be** established to study the matter of employee parking and **make** recommendations to the parties.

32.03 Tool Allowances

(a) All matters with respect to the provision of tools and allowances shall be in accordance with the terms of the Component Agreements.

(b) The Employer agrees to participate in the Federal Government program which pays fifty **(50)** percent of the cost of metric tools to workers who are required, **as a condition** of their employment, to purchase metric tools.

32.04 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by **the** employees and required to be **used** in the performance of their duties at the request of the Employer.

32.05 Indemnity

(a) **Civil action** - except where a joint Union/Employer Committee considers that there **has** been flagrant or wilful negligence on the part of **an** employee, the Employer agrees **not to** seek indemnity **against an** employee whose actions result in a judgment against the Employer. **The** Employer agrees to pay any judgment against an employee arising **out** of the performance of his/her duties. **The** Employer **also** agrees to pay any legal **costs** incurred in the proceedings including those of the employee.

(b) **Criminal actions** - where an employee **is** charged with **an** offence resulting directly from the proper performance of his/her duties and **is** subsequently found not guilty, the employee shall be reimbursed for reasonable legal **fees**.

(c) **Canada Shipping Act** - where an employee **is** called before **a** hearing held under the Canada Shipping Act resulting directly from the proper performance of his/her duties, the employee shall **be** reimbursed for reasonable legal fees.

(d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (**so long as no** conflict of

interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

(e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

32.06 Payroll Deductions

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.

32.07 Political Activity

(a) Municipal and School Board Offices:

- (1) employees may seek election to Municipal and School Board Offices, provided that:
 - (i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a Public Service employee:

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(1) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the Public Service position.

(2) where Municipal Council or School Board meetings are held during the employee's normal working hours, the Ministry shall grant leave without pay to attend such meetings.

(b) Federal and Provincial offices

There are no restrictions other than the oath of office on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.04(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.04(c). If not elected, the employee shall be allowed to return to his/her former position.

32.08 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Parties.

The Union shall distribute the collective agreements to its members and the Employer shall reimburse the Union for fifty (50) percent of the distribution costs.

(b) The cover of the Agreement shall read as follows:

**EIGHTH MASTER AND COMPONENT
AGREEMENT**
between the
**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**
represented by the
GOVERNMENT PERSONNEL SERVICES DIVISION
and
B.C. GOVERNMENT EMPLOYEES' UNION
respecting employees of the
_____ Component
Agreement made this 25th day of January, 1989

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

(d) The Employer will provide copies of the printed Master and relevant Component Agreement within ninety (90) days of the signing of the relevant Component Agreement, providing the Master Agreement is already signed. Ninety (90) days may be waived in extenuating circumstances.

32.09 Academic Teachers

For the purposes of vacations, statutory holidays, and hours of work, academic teachers shall be covered by the provisions of the School Act and Regulations, and not by the provisions of Articles 14, 17 and 18 of this Agreement.

32.10 Travel Advance

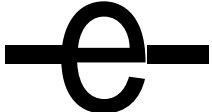
Regular employees not covered by a work party advance, and who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

32.11 Transfer of Employees Out of the Public Service Bargaining Unit

When the parties are made aware that employees will be transferred out of the Public Service bargaining unit to a corporation, board, agency, or commission, a joint Employer/Union Committee shall immediately be established. The Committee shall be established to facilitate the orderly transfer of employees. Where such transfers occur, those transferred employees will be recognized as in-service applicants when applying for regular positions in Government for a period of one (1) year from the effective date of the transfer. This Clause does not cover secondment of employees.

32.12 Reorganization

(a) The parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees.



(b) in the event of any substantial reorganization in a Ministry approved by Treasury Board which results in redundancy, relocation or reclassification, there shall be established a Joint Committee in order for the Employer to consult with the Union. The Committee shall be composed of members equal in number representing the Employer and the Union.

32.13 Private Vehicle Damage

Where an employee's **vehicle is damaged** by a person in the care or custody of the Employer, or as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of **any** deductible portion of insurance coverage on that vehicle up to one hundred **dollars (\$100.00)**.

32.14 Personal Property Damage

Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75.00), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use **while** on duty. **This** provision shall not apply to **articles** of clothing or eye-wear.

ARTICLE 33 - TERM OF AGREEMENT

***33.01 Duration**

This Agreement shall be binding and remain in effect **to** midnight July 31, 1991.

***33.02 Notice to Bargain**

(a) **This** Agreement may be opened for collective bargaining by either party giving written notice **to** the other party on **or** after May 1, 1991, but in any event not later than midnight, **May 31, 1991.**

(b) Where no notice is given by either party prior to May 31, 1991, both parties shall be deemed to **have** given notice under this Clause on **May 31, 1991,** and thereupon Clause 33.03 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notice on behalf of the Employer shall be given by the Assistant Deputy Minister, Government Personnel Services Division.

33.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 33.02, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

33.04 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

33.05 Agreement to Continue in Pome

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

33.06 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

**SIGNED ON BEHALF OF
THE UNION BY:**

John T. Shields
President

Diane L. Wood
Secretary-Treasurer

Adam Ustik
Provincial Vice-president

George Heyman
Provincial Vice-president

Jack Campbell
Contract & Resource Services
Manager

**SIGNED ON BEHALF OF
THE EMPLOYER BY:**

R.S. Plecas
Deputy Minister

Gary Moser
Assistant Deputy Minister

Ron McEachern
Director, Labour Relations

Dated: January 25, 1989

APPENDICES

'APPENDIX 1 MINISTRIES, BOARDS AND AGENCIES

Advanced Education and **Job** Training
Agriculture and Fisheries
Attorney-General
Crown Lands
Education
Energy, **Mines** and Petroleum Resources
Environment
Finance and Corporate Relations
Forests
Government Management **Services**
Health
International Business and Immigration
Labour and **Consumer** Services
Municipal Affairs, Recreation and Culture
Native **Affairs**
Parks
Regional Development
Social Services and Housing
Solicitor **General**
Tourism and Provincial Secretary
Transportation and **Highways**
British Columbia Mental Health **Society**
Glendale Lodge Society
Oak Bay/**Tillamook** **Care** Society
Provincial Capital Commission
Public Service Commission
Purchasing Commission
Milk Board
Superannuation Branch
B.C. Parole **Board**

APPENDIX 2 EXCLUDED CLASSES

Persons employed in the service of the Legislative Assembly, including the staff of Government House, officials of the Legislative Assembly, the staff of Hansard, the support staff of the Government Caucus and of the Opposition parties.

Persons employed in the office of a member of the Executive Council, including the administrative assistants and support staff.

Persons appointed to office by the Lieutenant-Governor in Council,

Persons appointed to boards, commissions, and agencies under the authority of an Act of the Legislative Assembly other than the Public Service Act.

Persons locally engaged outside of British Columbia.

Persons appointed on a temporary limited basis for a specific term of less than sixty (60) calendar days, pursuant to Section 1(1) of the Public Service Labour Relations Act.

***APPENDIX 3
CLASSIFICATIONS & RATES OF PAY**

CORRECTIONAL SERVICES COMPONENT

HOSPITAL & ALLIED SERVICES

Definition - This Component includes those positions providing direct care in institutions or support services generally.

RETAIL STORES & WAREHOUSE

Definition - This Component **consists** of those classifications directly involved in the operation of retail stores and related warehouse operations.

SOCIAL, EDUCATIONAL & HEALTH SERVICES

Definition - **This** Component consists of those classifications involved in sociological, cultural, education, research, health care delivery, and the direct technical support functions thereto.

ENVIRONMENT, RESOURCES & CONSERVATION

Definition - This Component consists of those classifications which **are** primarily charged with protecting and regulating the natural resources or ensuring the quality of the environment. These positions normally require advanced technical knowledge of a related resource.

OPERATIONAL SERVICES

Definition - This Component consists of those classifications engaged in manual, labouring, and/or maintenance functions, including operation of vehicles and/or industrial equipment, all trades for which the British Columbia Ministry of Labour maintains standards of apprenticeship leading to qualified journeyman status, firefighters, crew and officers of marine transport and related foremen for all the above.

ENGINEERING, TECHNICAL & INSPECTIONAL

Definition - This Component consists of those classifications primarily engaged in engineering support and inspectional duties at the technical level and includes positions engaged in photography, draughting, mapping, etc.

ADMINISTRATIVE SERVICES

Definition - This Component consists of those classifications which act in direct support to administrative, social and legal programs by providing such services as clerical, stenographic, business-machine operation, etc., or which are of an administrative or supervisory nature which may include technical support and auditing, taxation, systems, or regulatory/enforcement in a commercial environment.

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***APPENDIX 3A**

**BCGEU BIWEEKLY SALARY GRID
EFFECTIVE JANUARY 1, 1989**

| <u>GRID RANGE</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> |
|-------------------|---------------|---------------|---------------|
| 1 | 669.47 | 714.89 | 771.03 |
| 2 | 691.81 | 738.74 | 796.75 |
| 3 | 714.89 | 763.39 | 823.34 |
| 4 | 738.74 | 788.87 | 850.81 |
| 5 | 763.39 | 815.19 | 879.20 |
| 6 | 788.87 | 842.39 | 908.54 |
| 7 | 815.19 | 870.50 | 938.85 |
| 8 | 842.39 | 899.54 | 970.18 |
| 9 | 870.50 | 929.56 | 1002.55 |
| 10 | 899.54 | 960.58 | 1036.01 |
| 11 | 929.56 | 992.63 | 1070.58 |
| 12 | 960.58 | 1025.75 | 1106.30 |
| 13 | 992.63 | 1059.98 | 1143.21 |
| 14 | 1025.75 | 1095.34 | 1181.36 |
| 15 | 1059.98 | 1131.89 | 1220.78 |
| 16 | 1095.34 | 1169.66 | 1261.51 |
| 17 | 1131.89 | 1208.69 | 1303.60 |
| 18 | 1169.66 | 1249.02 | 1347.10 |
| 19 | 1208.69 | 1290.70 | 1392.05 |
| 20 | 1249.02 | 1333.76 | 1438.80 |
| 21 | 1290.70 | 1378.27 | 1486.50 |
| 22 | 1333.76 | 1424.26 | 1536.10 |
| 23 | 1378.27 | 1471.78 | 1587.36 |
| 24 | 1424.26 | 1520.89 | 1640.32 |
| 25 | 1471.78 | 1571.64 | 1695.05 |
| 26 | 1520.89 | 1624.08 | 1751.61 |
| 27 | 1571.64 | 1678.27 | 1810.06 |
| 28 | 1624.08 | 1734.27 | 1870.46 |
| 29 | 1678.27 | 1792.14 | 1932.87 |
| 30 | 1734.27 | 1851.94 | 1997.37 |

*APPENDIX 3A

BCGEU BIWEEKLY SALARY GRID EFFECTIVE AUGUST 1, 1989

| <u>GRID RANGE</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> |
|-------------------|---------------|---------------|---------------|
| 1 | 702.94 | 750.63 | 809.58 |
| 2 | 726.40 | 775.68 | 836.59 |
| 3 | 750.63 | 801.56 | 864.51 |
| 4 | 775.68 | 828.31 | 893.35 |
| 5 | 801.56 | 855.95 | 923.16 |
| 6 | 828.31 | 884.51 | 953.97 |
| 7 | 855.95 | 914.02 | 985.80 |
| 8 | 884.51 | 944.52 | 1018.69 |
| 9 | 914.02 | 976.04 | 1052.68 |
| 10 | 944.52 | 1008.60 | 1087.81 |
| 11 | 976.04 | 1042.26 | 1124.10 |
| 12 | 1008.60 | 1077.04 | 1161.61 |
| 13 | 1042.26 | 1112.97 | 1200.37 |
| 14 | 1077.04 | 1150.11 | 1240.43 |
| 15 | 1112.97 | 1188.49 | 1281.82 |
| 16 | 1150.11 | 1228.14 | 1324.59 |
| 17 | 1188.49 | 1269.12 | 1368.78 |
| 18 | 1228.14 | 1311.47 | 1414.46 |
| 19 | 1269.12 | 1355.23 | 1461.65 |
| 20 | 1311.47 | 1400.45 | 1510.43 |
| 21 | 1355.23 | 1447.18 | 1560.82 |
| 22 | 1400.45 | 1495.47 | 1612.90 |
| 23 | 1447.18 | 1545.37 | 1666.72 |
| 24 | 1495.47 | 1596.94 | 1722.34 |
| 25 | 1545.37 | 1650.22 | 1779.81 |
| 26 | 1596.94 | 1705.28 | 1839.20 |
| 27 | 1650.22 | 1762.19 | 1900.56 |
| 28 | 1705.28 | 1820.99 | 1963.98 |
| 29 | 1762.19 | 1881.75 | 2029.51 |
| 30 | 1820.98 | 1944.54 | 2097.23 |

*APPENDIX 3A

BCGEU BIWEEKLY SALARY GRID EFFECTIVE AUGUST 1, 1990

| <u>GRID RANGE</u> | <u>STEP 1</u> | <u>STEP 2</u> | <u>STEP 3</u> |
|-------------------|---------------|---------------|---------------|
| 1 | 741.60 | 791.92 | 854.11 |
| 2 | 766.35 | 818.34 | 882.60 |
| 3 | 791.92 | 845.65 | 912.05 |
| 4 | 818.34 | 873.87 | 942.49 |
| 5 | 845.65 | 903.02 | 973.94 |
| 6 | 873.87 | 933.16 | 1006.43 |
| 7 | 903.02 | 964.29 | 1040.02 |
| 8 | 933.16 | 996.47 | 1074.72 |
| 9 | 964.29 | 1029.72 | 1110.58 |
| 10 | 996.47 | 1064.08 | 1147.64 |
| 11 | 1029.72 | 1099.58 | 1185.93 |
| 12 | 1064.08 | 1136.27 | 1225.50 |
| 13 | 1099.58 | 1174.19 | 1266.39 |
| 14 | 1136.27 | 1213.37 | 1308.65 |
| 15 | 1174.19 | 1253.85 | 1352.32 |
| 16 | 1213.37 | 1295.69 | 1397.44 |
| 17 | 1253.85 | 1338.93 | 1444.07 |
| 18 | 1295.69 | 1383.60 | 1492.25 |
| 19 | 1338.93 | 1429.77 | 1542.04 |
| 20 | 1383.60 | 1477.48 | 1593.50 |
| 21 | 1429.77 | 1526.78 | 1646.67 |
| 22 | 1477.48 | 1577.72 | 1701.61 |
| 23 | 1526.78 | 1630.37 | 1758.39 |
| 24 | 1577.72 | 1684.77 | 1817.07 |
| 25 | 1630.37 | 1740.98 | 1877.70 |
| 26 | 1684.77 | 1799.08 | 1940.35 |
| 27 | 1740.98 | 1859.11 | 2005.10 |
| 28 | 1799.08 | 1921.14 | 2072.00 |
| 29 | 1859.11 | 1985.24 | 2141.14 |
| 30 | 1921.14 | 2051.49 | 2212.58 |

APPENDIX 3B

ALPHABETIC LISTING OF ALL B.C.G.E.U. CLASSIFICATION TITLES AND THE UNION COMPONENT. GRID RANGE AND SALARY STEPS WHICH APPLY TO EACH CLASSIFICATION.

'STEPS USED' DEFINITION: - SALARY STEP DOES NOT APPLY
 X SALARY STEP APPLIES

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|-------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| ACTIVITY WORKER 1 | HAS | 5 | - | - | X |
| ACTIVITY WORKER 2 | HAS | 7 | - | X | X |
| ACTIVITY WORKER 3 | HAS | 8 | - | X | X |
| ACTIVITY WORKER 4 | HAS | 10 | - | X | X |
| ACTIVITY WORKER 5 | HAS | 11 | - | X | X |
| ACTIVITY WORKER 6 | HAS | 14 | X | X | X |
| 1 VE OFFICER 1 | AS | 13 | - | X | X |
| 1 VE OFFICER 2 | AS | 16 | X | X | X |
| 1 VE OFFICER 3 | AS | 18 | X | X | X |
| 1 VE OFFICER 4 | AS | 20 | X | X | X |
| 1 VE OFFICER 5 | AS | 23 | X | X | X |
| 1 VE OFFICER 6 | AS | 25 | X | X | X |
| 1 VE OFFICER 7 | AS | 26 | X | X | X |
| AGRICULTURAL OFFICER 1 | ERC | 7 | - | X | X |
| AGRICULTURAL OFFICER 2 | ERC | 10 | - | X | X |
| AGRICULTURAL OFFICER 3 | ERC | 13 | - | X | X |
| AGRICULTURAL OFFICER 4 | ERC | 15 | - | X | X |
| AGRICULTURAL OFFICER 5 | ERC | 17 | - | X | X |
| ARCHIVIST 1 | SEX | 13 | X | X | X |
| ARCHIVIST 2 | SEH | 19 | X | X | X |
| ARCHIVIST 3 | SEH | 22 | X | X | X |
| ARCHIVIST 4 | SEH | 24 | - | X | X |
| ASSISTANT MANAGER 1 | RSW | 10 | - | X | X |
| ASSISTANT MANAGER 2 | RSW | 12 | X | X | X |
| ASSISTANT MANAGER 3 | RSW | 13 | X | X | X |
| ASSISTANT MANAGER 4 | RSW | 15 | X | X | X |
| ASSISTANT MANAGER 5 | RSW | 16 | X | X | X |
| ASSISTANT SHIPPER | RSW | 11 | - | X | X |
| ATTENDANT - LIBRARY | HAS | 6 | - | - | X |

APPENDIX 18

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|-------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| BIOLOGIST 1 | ERC | 13 | X | X | X |
| BIOLOGIST 2 | ERC | 17 | X | X | X |
| BIOLOGIST 3 | ERC | 22 | X | X | X |
| BIOLOGIST 4 | ERC | 25 | - | X | X |
| BRIDGEWORKER 1 | OS | 8 | - | - | X |
| BRIDGEWORKER 2 | OS | 9 | - | - | X |
| BRIDGEWORKER 3 | OS | 11 | - | - | X |
| BUILDING MAINTENANCE WORKER | OS | 9 | - | - | X |
| BUILDING MAINTENANCE WORKER 1 | HAS | 3 | - | - | X |
| BUILDING MAINTENANCE WORKER 2 | HAS | 5 | - | - | X |
| BUILDING SECURITY OFFICER 1 | OS | 6 | - | - | X |
| BUILDING SECURITY OFFICER 2 | OS | 7 | - | - | X |
| BUILDING SECURITY OFFICER 3 | OS | 8 | - | - | X |
| BUILDING SERVICE WORKER 2 | HAS | 6 | - | - | X |
| BUILDING SERVICE WORKER 3 | HAS | 7 | - | - | X |
| BUILDING SERVICE WORKER 4 | HAS | 8 | - | - | X |
| CAPTAIN LAUNCH ACTING | MS | 10 | - | - | X |
| CARPENTER | OS | 15 | - | - | X |
| CASE AIDE | SEH | 9 | X | X | X |
| CHAPLAIN | SEH | 17 | X | X | X |
| CHILD CARE COUNSELLOR 1 | SEX | 9 | X | X | X |
| CHILD CARE COUNSELLOR 2 | SEH | 13 | X | X | X |
| CHILD CARE COUNSELLOR 3 | SEH | 14 | X | X | X |
| CHILD CARE COUNSELLOR 4 | SEH | 17 | X | X | X |
| CHILD CARE COUNSELLOR 5 | SEH | 18 | X | X | X |
| • OFFICE ASSISTANT 1 | AS | 1 | X | X | X |
| * OFFICE ASSISTANT 2 | AS | 3 | X | X | X |
| CLERK 3 | AS | 4 | - | X | X |
| CLERK 4 | AS | 7 | - | X | X |
| CLERK 5 | AS | 10 | - | X | X |
| CLERK 6 | AS | 13 | X | X | X |
| CLERK - POSTAL 1 | AS | 4 | - | X | X |
| CLERK - POSTAL 2 | AS | 9 | - | X | X |
| CLERK - POSTAL 3 | AS | 12 | - | X | X |
| CLERK STENOGRAPHER 3 | AS | 4 | - | X | X |
| CLERK STENOGRAPHER 4 | AS | 6 | - | X | X |
| CLERK STENOGRAPHER 5 | AS | 7 | - | X | X |
| CLINICIAN 1 | SEH | 18 | X | X | X |
| CLINICIAN 2 | SEH | 22 | X | X | X |
| CLINICIAN 3 | SEH | 24 | X | X | X |
| COMMUNICATION TECHNICIAN 4 | OS | 17 | - | - | X |

APPENDIX 18

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|--|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| CONCESSION CLERK | RSW | 5 | - | X | X |
| CONSERVATION OFFICER 1 | ERC | 10 | - | X | X |
| CONSERVATION OFFICER 2 | ERC | 11 | - | X | X |
| CONSERVATION OFFICER 3 | ERC | 13 | - | X | X |
| CONSERVATION OFFICER 4 | ERC | 15 | - | X | X |
| CONSERVATION OFFICER 5 | ERC | 17 | - | X | X |
| COOK 1 FIELD OPERATIONS | OS | 6 | - | - | X |
| COOK 2 FIELD OPERATIONS | OS | 7 | - | - | X |
| COOK 1 INSTITUTIONS | HAS | 5 | - | - | X |
| COOK 2 INSTITUTIONS | HAS | 7 | - | - | X |
| COOK 3 INSTITUTIONS | HAS | 8 | - | - | X |
| COOK 4 INSTITUTIONS | HAS | 9 | - | - | X |
| COORDINATOR OF VOLUNTEERS 1 | AS | 9 | X | X | X |
| COORDINATOR OF VOLUNTEERS 2 | AS | 11 | X | X | X |
| COORDINATOR VOCATIONAL SERVICES | SEH | 21 | X | X | X |
| CORRECTIONAL OFFICER | CS | 12 | - | X | X |
| • CORRECTIONAL OFFICER SERIES: | | | | | |
| SECURITY OFFICER | CS | 10 | - | X | X |
| CORRECTIONAL OFFICER | CS | 12 | - | X | X |
| PRINCIPAL OFFICER | CS | 15 | - | X | X |
| SENIOR CORRECTIONAL OFFICER | CS | 18 | - | X | X |
| COUNSELLOR APPRENTICESHIP/INDUSTRIAL TRAIN 1 | ETI | 19 | X | X | X |
| COUNSELLOR APPRENTICESHIP/INDUSTRIAL TRAIN 2 | ETI | 21 | X | X | X |
| COUNSELLOR APPRENTICESHIP/INDUSTRIAL TRAIN 3 | ETI | 23 | X | X | X |
| COUNSELLOR APPRENTICESHIP/INDUSTRIAL TRAIN 4 | ETI | 25 | X | X | X |
| COURT CLERK 1 | AS | 5 | - | X | X |
| COURT CLERK 2 | AS | 10 | X | X | X |
| COURT CLERK 3 | AS | 11 | X | X | X |
| COURT RECORDER | As | 5 | - | X | X |
| CUSTODIAL ATTENDANT | HAS | 6 | - | - | X |
| DECKHAND | MS | 7 | - | - | X |
| DENTAL ASSISTANT 1 | SEH | 4 | - | X | X |
| DENTAL ASSISTANT 2 | SEH | 6 | - | X | X |
| DENTAL HYGIENIST 1 | SEX | 19 | X | X | X |
| DENTAL HYGIENIST 2 | SEX | 21 | X | X | X |
| DENTAL HYGIENIST 3 | SEX | 23 | X | X | X |
| DENTAL TECHNICIAN | SEH | 11 | X | X | X |
| DEPUTY SHERIFF 1 | SEH | 11 | X | X | X |
| DEPUTY SHERIFF 2 | SEH | 14 | X | X | X |

APPENDIX 18

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|--------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| DETACHMENT CHIEF AIR SURVEYS | ETI | 19 | X | X | X |
| DIETITIAN 1 | SEH | 15 | X | X | X |
| DIETITIAN 2 | SEX | 19 | X | X | X |
| DISABLED PROGRAM LEVEL 1 | SEP | 1 | 90% | - | - |
| DISABLED PROGRAM LEVEL 2 | SEP | 1 | X | - | - |
| DRIVER EXAMINER 1 | AS | 9 | X | X | X |
| DRIVER EXAMINER 2 | AS | 11 | X | X | X |
| ECONOMIST 1 | SEH | 24 | - | X | X |
| ECONOMIST 2 | SEH | 27 | X | X | X |
| ECONOMIST 3 | SEH | 29 | X | X | X |
| EDUCATION OFFICER 1 | SEH | 18 | X | X | X |
| EDUCATION OFFICER 2 | SEW | 22 | X | X | X |
| EDUCATION OFFICER 3 | SEH | 24 | - | X | X |
| ELECTRICIAN'S HELPER | OS | 10 | - | - | X |
| ELIGIBILITY REPRESENTATIVE OBS | AS | 14 | X | X | X |
| ENGINEERING AIDE I | ETI | 6 | - | X | X |
| ENGINEERING AIDE 2 | ETI | 8 | X | X | X |
| ENGINEERING AIDE 3 | ETI | 11 | X | X | X |
| ENGINEERING ASSISTANT | ETI | 13 | X | X | X |
| EPIDEMIOLOGY WORKER | SEH | 11 | X | X | X |
| FINANCIAL ASSISTANCE WORKER 1 | SEH | 9 | X | X | X |
| FINANCIAL ASSISTANCE WORKER 2 | SEH | 11 | X | X | X |
| FINANCIAL OFFICER 1 | AS | 13 | - | X | X |
| FINANCIAL OFFICER 2 | AS | 16 | X | X | X |
| FINANCIAL OFFICER 3 | AS | 18 | X | X | X |
| FINANCIAL OFFICER 4 | AS | 20 | X | X | X |
| FINANCIAL OFFICER 5 | AS | 23 | X | X | X |
| FINANCIAL OFFICER 6 | AS | 25 | X | X | X |
| FINANCIAL OFFICER 7 | AS | 26 | X | X | X |
| FIREFIGHTER PROBATIONARY | OS | 5 | - | - | X |
| FIREFIGHTER 1 | OS | 7 | - | - | X |
| FIREFIGHTER 2 | OS | 9 | - | - | X |
| FIREFIGHTER 3 | OS | 13 | - | - | X |
| FIREFIGHTER 4 | OS | 16 | - | - | X |
| FIREFIGHTER 5 | OS | 17 | - | - | X |
| FIRE LIEUTENANT | OS | 20 | - | - | X |
| FIRE CAPTAIN | OS | 22 | - | - | X |
| FISH & WILDLIFE ASSISTANT 1 | ERC | 4 | - | - | X |
| FISH & WILDLIFE ASSISTANT 2 | ERC | 7 | - | X | X |
| FUG PERSON | OS | 6 | - | - | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|---------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| BLUNKEY | OS | 6 | - | - | X |
| FOOD SERVICE OFFICER 1 | OS | 15 | - | X | X |
| FOOD SERVICE WORKER 1 | HAS | 3 | - | - | X |
| FOOD SERVICE WORKER 2 | HAS | 4 | - | - | X |
| FOOD SERVICE WORKER 3 | HAS | 5 | - | - | X |
| FOREMAN | RSW | 15 | - | X | X |
| FOREMAN 1 | OS | 12 | - | - | X |
| FOREMAN 2 | OS | 13 | - | - | X |
| FOREMAN 3 | OS | 14 | - | - | X |
| FOREMAN 4 | OS | 15 | - | - | X |
| FOREST NURSERY WORKER 3 | OS | 6 | - | - | X |
| FOREST NURSERY WORKER 4 | OS | 8 | - | - | X |
| FOREST PROTECTON OFFICER 4 | ERC | 26 | - | X | X |
| FOREST TECHNICIAN 1 | ERC | 4 | - | - | X |
| FOREST TECHNICIAN 2 | ERC | 7 | - | X | X |
| FOREST TECHNICIAN 3 | ERC | 11 | - | X | X |
| FOREST TECHNICIAN 4 | ERC | 15 | - | X | X |
| FOREST TECHNICIAN 5 | ERC | 19 | - | X | X |
| FOREST TECHNICIAN 6 | ERC | 22 | - | X | X |
| GARDENER 1 | OS | 8 | - | - | X |
| GENERAL TRADESMAN | OS | 15 | - | - | X |
| HAIRGROOMER 1 | HAS | 6 | - | - | X |
| HAIRGROOMER 2 | HAS | 7 | - | - | X |
| HEALTH CARE WORKER 1 | HAS | 5 | - | X | X |
| HEALTH CARE WORKER 2 | HAS | 7 | - | X | X |
| HEALTH CARE WORKER 3 | HAS | 9 | X | X | X |
| HEALTH UNIT AIDE | AS | 1 | - | - | X |
| HOME ECONOMIST 2 | SEH | 17 | X | X | X |
| HOUSEKEEPER HOSPITAL | HAS | 8 | - | - | X |
| INSPECTOR - BOILER 1 | ETI | 21 | X | X | X |
| INSPECTOR - BOILER 2 | ETI | 23 | X | X | X |
| INSPECTOR - ELECTRICAL 1 | ETI | 21 | X | X | X |
| INSPECTOR - ELECTRICAL 2 | ETI | 23 | X | X | X |
| INSPECTOR - ELEVATOR 1 | ETI | 19 | X | X | X |
| INSPECTOR - ELEVATOR 2 | ETI | 21 | X | X | X |
| INSPECTOR - FIRE COMMISSIONER'S | FICE 1 | ETI | 15 | X | X |
| INSPECTOR - FIRE COMMISSIONER'S | FICE 2 | ETI | 19 | X | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|---|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| INSPECTOR - FIRE COMMISSIONER'S OFFICE 3 | ETI | 21 | X | X | X |
| INSPECTOR - GAS 1 | ETI | 21 | X | X | X |
| INSPECTOR - GAS 2 | ETI | 23 | X | X | X |
| INSPECTOR - HOSPITAL & CONSULTANT 1 | SEH | 18 | X | X | X |
| INSPECTOR - HOSPITAL & CONSULTANT 2 | SEH | 23 | X | X | X |
| INSPECTOR - HOSPITAL & CONSULTANT 3 | SEH | 25 | X | X | X |
| INSPECTOR - MECHANICAL MOTOR VEHICLES 2 | ETI | 13 | X | X | X |
| INSPECTOR - MECHANICAL MOTOR VEHICLES 3 | ETI | 15 | X | X | X |
| INSPECTOR - MECHANICAL MOTOR VEHICLES 4 | ETI | 19 | X | X | X |
| INSPECTOR - MECHANICAL MOTOR VEHICLES 5 | ETI | 21 | X | X | X |
| INSPECTOR - MEDICAL CARE; INSURANCE 1 OBS | As | 15 | X | X | X |
| INSPECTOR - PUBLIC HEALTH TRAINEE | ERC | 1 | - | - | X |
| INSPECTOR - PUBLIC HEALTH 1 | ERC | 13 | X | X | X |
| INSPECTOR - PUBLIC HEALTH 2 | ERC | 17 | X | X | X |
| INSPECTOR - PUBLIC HEALTH 3 | ERC | 19 | X | X | X |
| INSPECTOR - PUBLIC HEALTH 4 | ERC | 22 | X | X | X |
| INSPECTOR - TRANSPORT INSPECTING ENGINEER 1 | ETI | 19 | X | X | X |
| INSPECTOR - TRANSPORT INSPECTING ENGINEER 2 | ETI | 23 | X | X | X |
| INSPECTOR - TRANSPORT INSPECTING ENGINEER 3 | ETI | 27 | X | X | X |
| INSTRUCTOR - CORRECTIONS | CS | 14 | - | X | X |
| INTERVIEWER 1 | SEH | 9 | X | X | X |
| INTERVIEWER 2 | SEH | 11 | X | X | X |
| LABORATORY AIDE | HAS | 3 | - | - | X |
| LABORATORY ASSISTANT 1 | ERC | 3 | - | X | X |
| LABORATORY ASSISTANT 2 | ERC | 6 | - | X | X |
| LABORATORY SCIENTIST 1 | ERC | 13 | X | X | X |
| LABORATORY SCIENTIST 2 | ERC | 17 | X | X | X |
| LABORATORY SCIENTIST 3 | ERC | 22 | X | X | X |
| LABORATORY SCIENTIST 4 | ERC | 24 | - | X | X |
| LABORATORY TECHNICIAN 1 | ERC | 9 | - | X | X |
| LABORATORY TECHNICIAN 2 | ERC | 10 | - | X | X |
| LABORATORY TECHNICIAN 3 | ERC | 11 | - | X | X |
| LABORATORY TECHNICIAN 4 | ERC | 13 | - | X | X |
| LABORATORY TECHNICIAN 5 | ERC | 15 | - | X | X |
| LABOURER | OS | 6 | - | - | X |
| LABOURER BRIDGE | OS | 6 | - | - | X |
| LAUNDRY WORKER 1 | HAS | 4 | - | - | X |
| LAUNDRY WORKER 2 | HAS | 6 | - | - | X |
| LAUNDRY WORKER 3 | HAS | 7 | - | - | X |
| LIBRARIAN 1 | SEH | 13 | X | X | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|---|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| LIBRARIAN 2 | SEH | 18 | X | X | X |
| LIBRARIAN 3 | SEX | 22 | X | X | X |
| LIBRARIAN 4 | SEH | 24 | - | X | X |
| LITHOGRAPHER 1 | OS | 11 | - | - | X |
| MACHINE OPERATOR 1 | OS | 6 | - | - | X |
| MACHINE OPERATOR 2 | OS | 7 | - | - | X |
| MACHINE OPERATOR 3 | OS | 8 | - | - | X |
| MACHINE OPERATOR 4 | OS | 9 | - | - | X |
| MACHINE OPERATOR 5 | OS | 10 | - | - | X |
| MACHINE OPERATOR 6 | OS | 10 | - | - | X |
| MACHINE OPERATOR 7 | OS | 11 | - | - | X |
| MANAGER 1 | RSW | 14 | X | X | X |
| MANAGER 2 | RSW | 16 | X | X | X |
| MANAGER 3 | RSW | 17 | - | X | X |
| MANAGER 4 | RSW | 19 | - | X | X |
| MANAGER 5 | RSW | 20 | - | X | X |
| MARINE CAPTAIN 1 | MS | 18 | - | - | X |
| MARINE CAPTAIN 2 | MS | 20 | - | - | X |
| MARINE CAPTAIN 3 | MS | 21 | - | - | X |
| MARINE ENGINEER - JUNIOR (APPRENTICE - 4TH) | MS | 13 | - | - | X |
| MARINE ENGINEER 1 (CHIEF) | MS | 17 | - | - | X |
| MARINE ENGINEER 2 (CHIEF) | MS | 19 | - | - | X |
| MARINE ENGINEER 3 (CHIEF) | MS | 20 | - | - | X |
| MARINE MATE 1 (FIRST) | MS | 14 | - | - | X |
| MARINE MATE 2 (FIRST) | MS | 15 | - | - | X |
| MARINE MATE 3 (FIRST) | MS | 16 | - | - | X |
| MECHANIC'S HELPER | OS | 6 | - | - | X |
| MECHANIC'S ASSISTANT | OS | 8 | - | - | X |
| MECHANIC 1 | as | 11 | - | - | X |
| MECHANIC 2 | OS | 13 | - | - | X |
| MEDICAL RECORDS LIBRARIAN 1 | AS | 10 | - | X | X |
| MEDICAL RECORDS LIBRARIAN 2 | AS | 13 | X | X | X |
| MEDICAL RECORDS LIBRARIAN 3 | AS | 16 | X | X | X |
| MEDICAL RECORDS TECHNICIAN | AS | 6 | - | X | X |
| MEDICAL TECHNICIAN | SEW | 21 | X | X | X |
| MEDICAL TECHNOLOGIST 1 | SEH | 9 | X | X | X |
| MEDICAL TECHNOLOGIST 2 | SEH | 11 | X | X | X |
| MEDICAL TECHNOLOGIST 3 | SEH | 13 | X | X | X |
| MEDICAL TECHNOLOGIST 4 | SEH | 17 | X | X | X |
| MUSEUM CURATOR 2 | SEH | 18 | X | X | X |
| MUSEUM CURATOR 3 | SEH | 22 | X | X | X |
| MUSEUM CURATOR 4 | SEH | 24 | - | X | X |
| MUSEUM TECHNICIAN 1 | ERC | 5 | - | X | X |

APPENDIX 08

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|-------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| MUSEUM TECHNICIAN 2 | ERC | 10 | - | X | X |
| MUSEUM TECHNICIAN 3 | ERC | 12 | - | X | X |
| MUSEUM TECHNICIAN 4 | ERC | 17 | - | X | X |
| MUSEUM TECHNICIAN 5 | ERC | 19 | - | X | X |
| MUSEUM TECHNICIAN 6 | ERC | 21 | - | X | X |
| NUTRITIONIST 1 | SEW | 15 | X | X | X |
| NUTRITIONIST 2 | SEH | 19 | X | X | X |
| NUTRITIONIST 3 | SEH | 20 | X | X | X |
| OCCUPATIONAL THERAPIST 1 | SEH | 15 | X | X | X |
| OCCUPATIONAL THERAPIST 2 | SEH | 19 | X | X | X |
| OCCUPATIONAL THERAPIST 3 | SEH | 21 | X | X | X |
| OFFICE ASSISTANT 1 | AS | 1 | X | X | X |
| OFFICE ASSISTANT 2 | AS | 3 | X | X | X |
| OILER | MS | 7 | - | - | X |
| OPERATOR - CONTROL TOWER | OS | 9 | - | - | X |
| OPERATOR - DATA PROCESSING 1 | AS | 3 | - | X | X |
| OPERATOR - DATA PROCESSING 2 | AS | 6 | - | X | X |
| OPERATOR - DATA PROCESSING 3 | AS | 9 | - | X | X |
| OPERATOR - DATA PROCESSING 4 | AS | 12 | - | X | X |
| OPERATOR - DATA PROCESSING 5 | AS | 14 | X | X | X |
| OPERATOR - DATA PROCESSING 6 | AS | 17 | X | X | X |
| OPERATOR - KEYPUNCH 1 | AS | 2 | - | X | X |
| OPERATOR - KEYPUNCH 2 | AS | 3 | - | X | X |
| OPERATOR - KEYPUNCH 3 | AS | 4 | - | X | X |
| OPERATOR - KEYPUNCH 4 | AS | 6 | - | X | X |
| OPERATOR - RADIO 1 | ETI | 8 | X | X | X |
| OPERATOR - RADIO 2 | ETI | 11 | X | X | X |
| OPERATOR - RADIO AND TELETYPE | AS | 4 | - | X | X |
| OPERATOR - SWITCHBOARD 3 | AS | 4 | - | X | X |
| PAINTER | OS | 15 | - | - | X |
| PARK ASSISTANT 1 | ERC | 4 | - | - | X |
| PARK ASSISTANT 2 | ERC | 7 | - | X | X |
| PARK ASSISTANT 3 | ERC | 10 | - | X | X |
| PARK OFFICER 1 | ERC | 13 | X | X | X |
| PARK OFFICER 2 | ERC | 17 | X | X | X |
| PARK OFFICER 3 | ERC | 22 | X | X | X |
| PARK OFFICER 4 | ERC | 25 | - | X | X |
| PARK TECHNICIAN 1 | ERC | 13 | - | X | X |
| PARK TECHNICIAN 2 | ERC | 15 | - | X | X |
| PARK TECHNICIAN 3 | ERC | 18 | - | X | X |
| PARK TECHNICIAN 4 | ERC | 22 | - | X | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| PATROLMAN 1 | OS | 9 | X | X | X |
| PATROLMAN 2 | OS | 11 | X | X | X |
| PATROLMAN CORPORAL | OS | 14 | X | X | X |
| PHOTO ARTS TECHNICIAN 1 | ETI | 8 | - | X | X |
| PHOTO ARTS TECHNICIAN 2 | ETI | 8 | X | X | X |
| PHOTO ARTS TECHNICIAN 3 | ETI | 13 | X | X | X |
| PHOTO ARTS TECHNICIAN 4 | ETI | 15 | X | X | X |
| PHOTO ARTS TECHNICIAN 5 | ETI | 17 | X | X | X |
| PHOTO ARTS TECHNICIAN 6 | ETI | 21 | X | X | X |
| PHOTOGRAPHIC TECHNICIAN 4 | ETI | 11 | X | X | X |
| PILOT 1 | ETI | 17 | X | X | X |
| PILOT 2 | ETI | 27 | X | X | X |
| PILOT 3 | ETI | 29 | - | - | X |
| PLANNING OFFICER 1 | ERC | 17 | X | X | X |
| PLANNING OFFICER 2 | ERC | 22 | X | X | X |
| PLANNING OFFICER 3 | ERC | 25 | - | X | X |
| PLANNING OFFICER 4 | ERC | 28 | X | X | X |
| PRINCIPAL OFFICER | CS | 15 | - | X | X |
| PRINTING OPERATOR | OS | 9 | - | - | X |
| PROBATION OFFICER 1 | SEH | 13 | X | X | X |
| PROBATION OFFICER 2 | SEH | 17 | X | X | X |
| PROBATION OFFICER 3 | SEH | 18 | X | X | X |
| PROBATION OFFICER 4 | SEX | 21 | X | X | X |
| PROBATION OFFICER 5 | SEH | 23 | X | X | X |
| PSYCHOLOGIST ASSISTANT | SEH | 13 | X | X | X |
| PSYCHOLOGIST 1 | SEH | 18 | X | X | X |
| PSYCHOLOGIST 2 | SEH | 23 | X | X | X |
| PSYCHOLOGIST 3 | SEH | 25 | - | X | X |
| PSYCHOLOGIST 4 | SEH | 28 | - | X | X |
| PSYCHOLOGIST 5 | SEH | 30 | - | X | X |
| PUBLIC INFORMATION OFFICER 1 | SEH | 11 | X | X | X |
| PUBLIC INFORMATION OFFICER 2 | SEH | 16 | X | X | X |
| PUBLIC INFORMATION OFFICER 3 | SEH | 18 | X | X | X |
| REHABILITATION CONSULTANT | SEH | 18 | X | X | X |
| REHABILITATION OFFICER 1 | SEH | 11 | X | X | X |
| REHABILITATION OFFICER 2 | SEH | 13 | X | X | X |
| RESEARCH OFFICER 1 | SEH | 13 | X | X | X |
| RESEARCH OFFICER 2 | SEH | 20 | X | X | X |
| RESEARCH OFFICER 3 | SEH | 22 | X | X | X |
| RESEARCH OFFICER 4 | SEH | 24 | - | X | X |
| RESEARCH OFFICER 5 | SEH | 25 | - | X | X |
| ROCK SCALER | OS | 11 | - | - | X |

APPENDIX B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|--------------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| SAFETY OFFICER 1 | ETI | 15 | X | X | X |
| SAFETY OFFICER 2 | ETI | 19 | X | X | X |
| SAFETY OFFICER 3 | ETI | 21 | X | X | X |
| SCIENCE OFFICER | ERC | 28 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 1 | ETI | 11 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 2 | ETI | 13 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 3 | ETI | 15 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 4 | ETI | 19 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 5 | ETI | 21 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 6 | ETI | 25 | X | X | X |
| SCIENTIFIC/TECHNICAL OFFICER 7 | ETI | 28 | X | X | X |
| SEAMAN / ABLE | MS | 7 | - | - | X |
| SECURITY OFFICER | CS | 10 | - | X | X |
| SENIOR CORRECTIONAL OFFICER | CS | 18 | - | X | X |
| SEWING MACHINE OPERATOR 1 | HAS | 4 | - | - | X |
| SEWING MACHINE OPERATOR 2 | HAS | 5 | - | - | X |
| SEWING MACHINE OPERATOR 3 | HAS | 6 | - | - | X |
| SHIPPER | RSW | 13 | - | X | X |
| SHOEMAKER ORTHOPEDIC 1 | OS | 11 | - | - | X |
| SHOP FOREPERSON 1 | CS | 15 | - | - | X |
| SHOP FOREPERSON 2 | CS | 18 | - | - | X |
| SIGN FABRICATOR 2 | AS | 9 | - | - | X |
| SIGN MAINTENANCE PERSON | OS | 9 | - | - | X |
| SOCIAL PROGRAM OFFICER 1 | SEH | 11 | X | X | X |
| SOCIAL PROGRAM OFFICER 2 | SEN | 13 | X | X | X |
| SOCIAL PROGRAM OFFICER 3 | SEX | 17 | X | X | X |
| SOCIAL PROGRAM OFFICER 4 | SEH | 18 | X | X | X |
| SOCIAL PROGRAM OFFICER 5 | SEH | 21 | X | X | X |
| SOCIAL PROGRAM OFFICER 6 | SEH | 23 | X | X | X |
| SOCIAL PROGRAM OFFICER 7 | SEX | 25 | - | X | X |
| SOCIAL WORKER 1 | SEH | 13 | X | X | X |
| SOCIAL WORKER 2 | SEH | 17 | X | X | X |
| SOCIAL WORKER 3 | SEH | 18 | X | X | X |
| SOCIAL WORKER 4 | SEH | 21 | X | X | X |
| SOCIAL WORKER 4A | SEH | 23 | X | X | X |
| SOCIAL WORKER F 1 | SEH | 10 | X | X | X |
| SOCIAL WORKER F 2 | SEH | 12 | X | X | X |
| SOCIAL WORKER - PSYCHIATRIC 1 | SEH | 13 | X | X | X |
| SOCIAL WORKER - PSYCHIATRIC 2 | SEH | 17 | X | X | X |
| SOCIAL WORKER - PSYCHIATRIC 3 | SEH | 18 | X | X | X |
| SOCIAL WORKER - PSYCHIATRIC 4 | SEX | 21 | X | X | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|--|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| SOCIAL WORKER - PSYCHIATRIC 5 | SEH | 23 | X | X | X |
| SOCIAL WORKER - PSYCHIATRIC 6 | SEH | 25 | - | X | X |
| STATIONERY CLERK | AS | 6 | - | X | X |
| STOCKWORKER 1 | AS | 2 | - | X | X |
| STOCKWORKER 2 | AS | 6 | - | X | X |
| STOCKWORKER 3 | AS | 7 | - | X | X |
| STOCKWORKER 4 | AS | 9 | - | X | X |
| STOCKWORKER 5 | AS | 10 | - | X | X |
| STOCKWORKER 6 | AS | 11 | - | X | X |
| STORE CLERK | RSW | 9 | X | X | X |
| STUDENT AIESAC UNDERGRADUATE | SEP | 3 | - | X | - |
| STUDENT AIESAC GRADUATE | SEP | 10 | - | X | - |
| STUDENT COOP UNDERGRADUATE | SEP | 3 | - | X | - |
| STUDENT COOP GRADUATE | SEP | 10 | - | X | - |
| SUPERINTENDENT MECHANICAL 2 | OS | 20 | - | - | X |
| SUPERINTENDENT MECHANICAL 3 | OS | 21 | - | - | X |
| SYSTEMS ANALYST 1 | AS | 14 | X | X | X |
| SYSTEMS ANALYST 2 | AS | 16 | X | X | X |
| SYSTEMS ANALYST 3 | AS | 20 | X | X | X |
| SYSTEMS ANALYST 4 | AS | 24 | X | X | X |
| SYSTEMS ANALYST 5 | AS | 25 | X | X | X |
| ICAL ASSISTANT 1 | ETI | 6 | - | X | X |
| ICAL ASSISTANT 2 | ETI | 8 | X | X | X |
| ICAL ASSISTANT 3 | ETI | 11 | X | X | X |
| ICAL ASSISTANT 4 | ETI | 13 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 1 | ETI | 9 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 2 | ETI | 11 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 3 | ETI | 13 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 4 | ETI | 15 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 5 | ETI | 18 | X | X | X |
| TECHNICAL ENFORCEMENT OFFICER 6 | ETI | 19 | - | X | X |
| TECHNICAL ENFORCEMENT OFFICER 7 | ETI | 21 | X | X | X |
| TECHNICIAN 1 | ETI | 15 | X | X | X |
| TECHNICIAN 2 | ETI | 19 | X | X | X |
| TECHNICIAN 3 | ETI | 21 | X | X | X |
| TECHNICIAN 4 | ETI | 25 | X | X | X |
| TERMINAL ATTENDANT 1 | MS | 6 | - | - | X |
| * TRADES CLASSIFICATIONS - SEE CHART 1 | OS | | - | - | X |
| UPHOLSTERER FURNITURE REPAIRWORKER | OS | 12 | - | - | X |
| UTILITY TRADESMAN OBS | OS | 15 | - | - | X |
| UTILITY WORKER 1 - PARKS BRANCH WORKSHOP | OS | 11 | - | - | X |

APPENDIX 3B

| CLASSIFICATION TITLE | UNION GRID COMP. RANGE | STEPS USED | | |
|-------------------------|---------------------------|------------|---|---|
| | | 1 | 2 | 3 |
| WAREHOUSEWORKER 1 | RSW 7 | - | X | X |
| WAREHOUSEWORKER 2 | RSW 9 | X | X | X |
| WAREHOUSEWORKER 3 | RSW 10 | - | X | X |
| X-RAY ASSISTANT 2 | SEH 6 | - | X | X |
| YARDWORKER | OS 6 | - | - | X |

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OPERATIONAL SERVICES

TRADES CLASSIFICATIONS

CHART 1

Cell Contents: "-" Trade Category Does Not Apply
 "N" Grid Range (Third Step)

| CLASSIFICATION / TITLE | TRADE CATEGORY | TRADE JOURNEYMAN | TRADE LEADHAND | TRADE SUPERVISOR | TRADE SENIOR SUPERVISOR | TRADE PRINCIPAL SUPERVISOR |
|--|----------------|------------------|----------------|------------------|-------------------------|----------------------------|
| AIRCRAFT MAINTENANCE ENGINEER | | 15 | 16 | 17 | - | 19 |
| AIRCRAFT MECHANIC | | 13 | | | - | - |
| AUTOMOBILE HEAVY VEHICLE & EQUIPMENT | X OF 14 | 14 | 15 | 16 | - | - |
| BRIDGEWORKER | I OF 13 | 13 | 14 | 15 | 16 | 17 |
| BUILDING ENGINEER | | 16 | | - | - | - |
| CARPENTER | | 15 | 16 | 17 | 18 | 19 |
| ELECTRICAL REBUILD HEAVY VEHICLE & EQUIPMENT | | 14 | 15 | 16 | - | - |
| ELECTRICIAN | X OF 17 | 17 | 18 | 19 | 20 | 21 |
| ELECTRONICS AERIONAUTIC | | 13 | 14 | 15 | - | - |
| ELECTRONICS AVIONICS | | 16 | 17 | 18 | - | - |
| ELECTRONICS DOMESTIC RADIO TV | | 13 | 14 | 15 | - | - |
| ELECTRONICS INDUSTRIAL | | 16 | 17 | 18 | - | - |
| ELECTRONICS RADIO COMMUNICATION | X OF 16 | 16 | 17 | 18 | 19 | 20 |
| ELECTRONICS SECURITY | X OF 16 | 16 | 17 | 18 | - | - |
| ELECTRONICS TV PRODUCTION | | 16 | 17 | 18 | - | - |
| ENGINE REBUILD HEAVY VEHICLE & EQUIPMENT | | 14 | 15 | 16 | 17 | - |
| GARDENER | | B | e | 10 | 11 | - |
| INDUSTRIAL WAREHOUSING | X OF 10 | 10 | 11 | 12 | 13 | 14 |

OPERATIONAL SERVICES

TRADES CLASSIFICATIONS

CHART 1

Cell Contents: '-' Trade Category Does Not Apply
 'N' Grid Range (Third Step)

| CLASSIFICATION TITLE | TRADE CATEGORY | TRADE APPRENTICE | TRADE JOURNEYMAN | TRADE LEADHAND | TRADE SUPERVISOR | TRADE SENIOR SUPERVISOR | TRADE PRINCIPAL SUPERVISOR |
|-------------------------------------|----------------|------------------|------------------|----------------|------------------|-------------------------|----------------------------|
| INSTRUMENT MECHANIC | | | 15 | 16 | | | |
| LITHOGRAPHER PRESS OVER 21" | | | 13 | 14 | 15 | 16 | |
| LITHOGRAPHER PRESS TO 21" | | | 11 | 12 | 13 | 14 | |
| MACHINIST | | | 13 | | | | |
| MACHINIST HEAVY VEHICLE & EQUIPMENT | | | 14 | 15 | 16 | | |
| MACHINIST MANUFACTURING | | | 15 | 16 | 17 | 18 | |
| MARINE FITTER | | | 15 | 16 | 17 | 18 | 19 |
| MECHANIC HEAVY VEHICLE & EQUIPMENT | % OF IC | | 14 | 15 | 16 | 17 | 18 |
| MECHANIC LIGHT VEHICLE & EQUIPMENT | | | 13 | 14 | 15 | 16 | 17 |
| PAINTER DECORATOR | | | 15 | 16 | 17 | 18 | |
| SHEET METAL | | | 15 | 16 | 17 | | |
| SHIPWRIGHT | | | 15 | 16 | 17 | 18 | |
| SHOEMAKER ORTHOPEDIC | | | 11 | 12 | | | |
| UPHOLSTERER | | | 13 | 14 | | | |
| WELDER HEAVY VEHICLE & EQUIPMENT | % OF IC | | 14 | 15 | 16 | 17 | |

APPENDIX 3C

RETAIL STORES & WAREHOUSE

Component Definition:

This component consists of those classifications directly involved in the operation of retail stores and related warehouse operations.

Appendix:

The following appendix is an alphabetic listing of all Retail Stores and Warehouse classification titles and the grid range and salary steps which apply to each classification.

'Steps Used' Definition:

"-" Denotes Salary Step Does Not Apply

"X" Denotes Salary Step Applies

| CLASSIFICATION TITLE | UNION COMP. | GRID RANGE | STEPS USED | | |
|-------------------------|----------------|---------------|------------|---|---|
| | | | 1 | 2 | 3 |
| ASSISTANT MANAGER 1 | RSW | 10 | - | X | X |
| ASSISTANT MANAGER 2 | RSW | 12 | X | X | X |
| ASSISTANT MANAGER 3 | RSW | 13 | X | X | X |
| ASSISTANT MANAGER 4 | RSW | 15 | X | X | X |
| ASSISTANT MANAGER 5 | RSW | 16 | X | X | X |
| ASSISTANT SHIPPER | RSW | 11 | - | X | X |
| CONCESSION CLERK | RSW | 5 | - | X | X |
| FOREMAN | RSW | 15 | - | X | X |
| MANAGER 1 | RSW | 14 | X | X | X |
| MANAGER 2 | RSW | 16 | X | X | X |
| MANAGER 3 | RSW | 17 | - | X | X |
| MANAGER 4 | RSW | 19 | - | X | X |
| MANAGER 5 | RSW | 20 | - | X | X |
| SHIPPER | RSW | 13 | - | X | X |
| STORE CLERK | RSW | 9 | X | X | X |
| WAREHOUSEWORKER 1 | RSW | 7 | - | X | X |
| WAREHOUSEWORKER 2 | RSW | 9 | X | X | X |
| WAREHOUSEWORKER 3 | RSW | 10 | - | X | X |

SHORT AND LONG TERM DISABILITY

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999

***PART I SHORT TERM ILLNESS AND INJURY PLAN**

1.01 Eligibility

(a) Regular employees shall be **covered by** the Short Term Illness and Injury Plan upon completion of **six (6)** months of active service with the Employer.

(b) Regular employees with **less** than six (6) months of service who are unable to work because of illness or injury **are** entitled to six (6) days coverage at seventy-five (75) percent pay in any one (1) calendar year.

(c) Regular employees with three (3) months **but** less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of **the above six (6) days**, or what remains of the six (6) days entitlement, at seventy-five (75) percent pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of two hundred ten dollars (\$210.00) or the UIC maximum weekly sickness benefit, whichever is higher.

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(d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a **maximum of one hundred fifty-two (152) days** for any one claim in lieu of benefits as outlined in Section 1.02. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(e) Pay for a regular part-time employee **under** this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.02 Short Term Plan Benefit

(a) In the event an employee is unable to **work** because of illness or injury he/she will be entitled to a benefit of seventy-five (75) percent of pay for a period not to exceed

seven (7) months from date of absence, (Short Term Plan Period).

(b) The seventy-five (75) percent benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1)** Accumulated sick leave credit under the old sick leave plan;
- (2)** Compensatory Time Off (CTO);
- (3)** Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
- (4)** Vacation entitlement.

1.03 Recurring Disabilities

(a) Employees who return to work after being absent because of **illness or injury**, and within five (5) consecutive scheduled days of **work** again become unable to **work** because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.02(a).

(b) Employees who return to **work** after being absent because of **illness or injury** and within five (5) consecutive scheduled work days again become unable to **work** because of a new illness or injury unrelated to the illness or injury that caused the **previous absence** shall be entitled to a further seven (7) months of benefits under this plan.

(c) Employees who return to **work** after being absent because of **illness or injury**, and after working five (5) or more consecutive scheduled days of **work**, again become unable to **work** because of **the same** illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in **(d)** below, where the Short Term Plan period shall **continue** to be as defined in Section 1.02(a).

(d) Where an employee is returning to **work** after a period of **illness or injury** and where the Rehabilitation Committee has approved such return on a **trial basis** for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section

1.02(a). Such trial period must be approved during the period the employee **is** receiving short term benefits, however, the end of the trial period **can** go beyond the Short Term Plan benefit period,

(e) Employees who return to work after a period of illness or injury and who **do** not work the same number of hours that were scheduled prior to the illness or injury shall receive pro-rated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence **as** defined in Section 1.02(a), if absence **is** due to the same illness or injury.

1.04 Doctor's Certificate of Inability to Work

The Employer **may** require an employee who **is** unable to work because of illness or injury to provide a statement **from**:

(a) a medical practitioner qualified to practice in the province of B.C.; or

(b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or

(e) the consulting physician to whom the employee **is** referred **by** the **medical** practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work **in** any **of** the **following** circumstances:

(1) where It appears that a pattern of consistent or frequent absence from **work** is developing;

(2) where the employee **has** been absent for six (6) consecutive scheduled days of work;

(3) where **at** least thirty (30) days have elapsed since the last statement was obtained and the employee **has** been in receipt of plan benefits throughout that period.

Benefits will **cease** to be paid when an employee fails to **pro**-vide satisfactory evidence of medical disability during the benefit period.

*1.05 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee **is** entitled except disability income which **was** being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the 1/4 day accumulation that is being **used** to supplement the plan, pursuant to Section 1.02(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability **income** provided by any compulsory act or law, except Unemployment Insurance sickness benefits and **WCB** benefits payable in accordance with Section 1.01(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) one hundred (100) percent of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever **is** the greater. Where this provision is to apply, the employee will **be** required to provide satisfactory evidence of his/her total monthly income.

"Notwithstanding the above, where an employee **makes** a successful wage **loss** claim against a third party for an injury **for** which the employee received or **would** receive **STIP** benefits, the Employer will **be** entitled to **recover** or decrease **Plan** benefits **by** an amount equal to the amount that Plan benefits in combination with the wage **loss** claim paid exceed one hundred (100) percent of pay,

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

***1.06 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or Injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity leave; or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy,

1.07 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date

of return to duty, In advance of that date, in order that relief scheduled for that employee can be notified.

1.08 Entitlement

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a pro-rated basis.

1.09 UIC Premium

The parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer,

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.01(c), 1.01(d), or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the lay-off or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the lay-off or separation.

***PART II LONG TERM DISABILITY PLAN**

2.01 Eligibility

(a) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6)

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months active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed **six (6)** months active service in such a position.

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

***2.02 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Sections 1.03(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.06 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) Effective upon ratification sixty-eight and three-tenths (68.3) percent of the first nineteen hundred dollars (\$1900.00) of monthly earnings; and

(2) Fifty (50) percent of the monthly earnings above nineteen hundred dollars (\$1900.00).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (1) month period, taking

into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent seven (7) month period.

(c) The Long Term Disability benefit payment will be made as long as an employee remains totally disabled in accordance with Section 2.03, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first,

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for superannuation waived by the Employer, except that superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.03 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five (75) percent of the current rate of pay of their regular occupa-

tion at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution, or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c)

(1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five (25) percent of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed eighty-five (85) percent of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five (85) percent of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by **an** employee during a period of total **disability** and if such earnings are derived from employment which **has** not been approved of **as** rehabilitative employment **by** his/her doctor and the Employer, then the regular monthly benefit **from** the **Plan** will be reduced by one hundred (100) percent **of** such earnings.

(2) In the event that **an** employee has been **classified as** totally **disabled** for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for **twenty-four (24)** months from the date rehabilitative employment commenced.

(3) In the **case** where rehabilitative employment has been approved while an employee **is** receiving a benefit under the provisions of Section **2.02(a)**, the provisions of Section **2.03(c)(1)** shall not apply until the employee **is** receiving a benefit under Section **2.02(b)**.

2.04 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting **from:**

- (a) war, insurrection, rebellion, or service in the Armed Forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while **an** employee **is** in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy, (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer **at** time of hiring.

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

***2.06 Integration With Other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred (100) percent of such other disability income.

Other disability income shall include, but not necessarily be limited to:

(a) any amount payable under the Workers' Compensation Act or Law or any other legislation of similar purpose; and

(b) any amount the disabled employee receives from any group insurance, wage Continuation or pension plan of the Employer that provides disability or retirement income; and

(c) any amount of disability income provided by any compulsory act or law; and

(d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and

(e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) one hundred (100) percent of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred (100) percent of pay.

This Section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries,

2.07 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee

shall **be** entitled **to** benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to **work** **is** less than **six (6)** months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed **a** continuation **of the** preceding disability, and the disabled employee shall **be** entitled to benefit payments in accordance with the provisions of this Plan **as** though he/she had not returned to work.

Should such an employee suffer **a** subsequent disability that **is** unrelated to the previous disability and, provided the period during which the employee returned to work is longer **than** one **(1)** month, the subsequent **disability** shall be considered **a** new **disability** and the employee shall be **entitled** to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work **is** one **(1)** month or less, the subsequent disability shall be deemed a continuation **of** the preceding disability and the disabled employee shall **be** entitled to benefit payments in accordance with the provisions of this Plan.

***2.08** Cessation **of** Benefits

An employee shall cease to be eligible for benefits of this Plan at the **earliest** of the following dates:

- (a)** at the end of the month in which the employee reaches his/her sixty-fifth (65th) birthday (sixtieth (60th) birthday for firefighters and correctional centre employees);
- (b)** on the date of commencement of paid absence prior to retirement;
- (c)** on the date of termination of employment with the **Employer**.

Benefits will not **be** paid when an employee is serving **a** prison sentence.

Cessation of active employment **as** a regular employee shall be considered termination **of** employment except when an employee **is** on authorized leave of absence with or without **pay**.

2.09 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who became disabled while covered by this Plan prior to its termination.

2.11 Contributions

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The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the

claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.

Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by **group** life, extended health, dental and medical plans.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the Parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

PART III JOINT ADVISORY COMMITTEE

There shall **be** a Joint Advisory Committee which shall consist **of** two **(2)** representatives appointed by the Employer and two **(2)** representatives appointed by the Union. **The** Employer and the Union may each appoint one alternate Committee member. The **purpose** of the Committee shall **be** to consider and make **recommendations** to the bargaining principals on all matters related to the effective administration of the Short Term Illness and **Injury** and **Long** Term Disability Plans and to consider and make **recommendations** to the bargaining principals on any questions which may arise related **to** interpretation or application of the **wording** of Appendix 4. **The** Committee shall consider and report back on all matters related **to** the plans which may be referred to it jointly by the bargaining principals.

PART IV REHABILITATION

In the event that **a** regular employee becomes incapacitated through accident **or** sickness and **he/she** is unable to perform all the duties of **his/her** own occupation, the following shall **apply**:

(a) For the purpose of this Section, incapacity **shall mean** where the employee **is** unable **to** perform all the duties of **his/her** own occupation **as** defined in Section 2.03(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in **(a)** above, the Employer **shall** provide the employee with an application **for** alternate suitable employment (Revised PSC80).

An employee who fails to sign the application form **shall** have benefits suspended. An employee **shall** be afforded an opportunity to demonstrate that there were reasonable grounds for **not** having signed the application **form**.

(c) The application shall **be** completed and returned **to** the Ministry **who** shall within ten **(10)** **work** days forward the application to the Secretary. **The** Committee members **shall** be provided with copies **of** the application.

(d) **The** Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application **is** properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;

(3) if no to (2) above the Committee may, **based on** the assessments, Implement the necessary training **to** place the employee in rehabilitative employment;

(4) where the employee **is** considered capable of performing alternative employment or once the employee **has successfully** concluded rehabilitative employment and **is** able to perform the duties of a gainful occupation, **he/she** shall be subject to Article 13 of the Master Agreement excluding displacement options pursuant to Clauses 13.02 and **13.03(c)(2)**.

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APPENDIX 5

RATES OF PAY FOR APPRENTICES

Two-year Apprenticeship Program

- 1st year** Sixty-five (65) percent of certified journeyman rate.* *
- 2nd year** Ninety (90) percent of certified journeyman rate.

Three-year Apprenticeship Program

- 1st year** Sixty-five (65) percent of certified journeyman rate.*+
- 2nd year** Seventy-five (75) percent of certified journeyman rate.
- 3rd year** Ninety (90) percent of certified journeyman rate.

Four-year Apprenticeship Program

- 1st year** Sixty-five (65) percent of certified journeyman rate.**
- 2nd year** Seventy (70) percent of certified journeyman rate.
- 3rd year** Eighty (80) percent of certified journeyman rate.
- 4th year** Ninety (90) percent of certified journeyman rate.

Five-year Apprenticeship Program

- 1st year** Sixty-five (65) percent of certified journeyman rate.**
- 2nd year** Seventy (70) percent of certified journeyman rate.
- 3rd year** Seventy-five (75) percent of certified journeyman rate.
- 4th year** Eighty-five (85) percent of certified journeyman rate.
- 5th year** Ninety (90) percent of certified journeyman rate.

**Becomes sixty (60) percent if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured.

APPENDIX 6

LOCATIONS APPROVED FOB SPECIAL VACATION TRANSPORTATION SUBSIDY (CLAUSE 21.24)

| | |
|---------------------------|-----------------------------|
| Alice Arm | Lower Post |
| Anahim Lake | Mahatta River |
| Atnarko Camp | Masset |
| Atlin | Meziadin Lake |
| Bella Coola | Muncho Lake |
| Bob Quinn Lake | Naden Harbour |
| Buckinghorse River | Nass River Bridge Site |
| Cassiar | Nass Valley |
| Chamiss Bay | Ocean Falls |
| Dease Lake | 115 Mile Creek |
| Dinan Bay | Port Clements |
| Driftwood | Prophet River |
| Fort Nelson | Queen Charlotte City |
| Germansen Landing | Racing River |
| Gold Bridge | Sewell Inlet |
| Good Hope Lake | Stewardson Inlet |
| Hyland River | Stewart |
| Ingenika | Stone Mountain Park |
| Kemano | Summit Lake (Alsk. Hwy.) |
| Kingcome Inlet | Tatla Lake |
| Kledo Creek | Tattoga Camp |
| Leo Creek | Telegraph Creek |
| Liard River (Hot Sprgs.) | Toba Inlet |
| Louise Island | Ware |
| Lovell Cove | Welwood Camp |

APPENDIX 7

SENIORITY BLOCKS

Letter of Understanding *Regarding Seniority Blocks*

It is recognized that the practice of establishing seniority blocks has been operative based on geographic locations and boundaries. The parties are committed to continue to resolve disputes concerning seniority blocks.

Where the Employer reorganizes Ministries in such a manner as to impact existing seniority blocks, the matter will be referred to the Parties for resolution.

APPENDIX 8
BI-WEEKLY PAY CONVERSION SCHEDULE
ISOLATION ALLOWANCE

Based on 5.75 dollars (\$5.75) per point per month

| Points | <u>Bi-weekly rate - effective 1-1-84</u> |
|---------------|---|
| 11 | 29.09 |
| 12 | 31.74 |
| 13 | 34.38 |
| 14 | 37.03 |
| 15 | 39.67 |
| 16 | 42.32 |
| 17 | 44.96 |
| 18 | 47.61 |
| 19 | 50.25 |
| 20 | 52.90 |
| 21 | 55.54 |
| 22 | 58.18 |
| 23 | 60.83 |
| 24 | 63.47 |
| 25 | 66.12 |
| 26 | 68.76 |
| 27 | 71.41 |
| 28 | 74.05 |
| 29 | 76.70 |
| 30 | 79.34 |
| 31 | 81.99 |
| 32 | 84.63 |
| 33 | 87.28 |
| 34 | 89.92 |
| 35 | 92.57 |
| 36 | 95.21 |
| 39 | 103.15 |

APPENDIX 9

I, _____, Arbitrator, agree that in consideration of the acceptance by the B.C. Government Employees' Union and the Government of British Columbia of myself as an Arbitrator, I will render a decision in writing within sixty (60) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten (10) percent for each seven (7) days which elapse beyond sixty (60) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

Signature

BOARD AND LODGING AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

"stationary **employees**" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; ~~and/or~~
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous **basis**, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"**mobile employees**" are those that occupy positions requiring assignment to a "temporary" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

Yield status employees are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

"**seasonal field employees**" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"**permanent camp**" is a camp which will be established and occupied continuously for more than one (1) year;

"seasonal camp" is a camp that will be established and occupied less than five (5) months and is usually comprised of tents and, where feasible, trailers;

"fly or sub-base camp" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"local hire" is a person who is hired or is domiciled within eighty (80) kilometers of the job site by means of the shortest road route;

"travel status" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on Government business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"headquarters or geographic location" is that area within a radius of thirty-two (32) kilometers where employees ordinarily perform their duties. Within the Greater Vancouver Regional District, geographic location for relocation purposes is that area within a radius of sixteen (16) kilometers of where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"dependents" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

"private dwelling house" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "House", "residence" and **"property"** refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"reasonable amount of property" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (Le., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

***PART I BOARD AND LODGING REGULATIONS**

***1.01 Board and Lodging Allowances**

(a) Local hire:

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away **from** their original point of domicile, then board and lodging allowances will apply.

(b) Employees at their headquarters:

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except **as** specifically authorized by the Master Agreement or any Component Agreement,

(c) Travel status:

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

(1) "stationary" employees **who** are required to travel away from their permanent headquarters up to a maximum of sixty **(60)** days at **one** location on a continuous **basis**;

(2) "mobile" employees who **are** required to travel away **from** their **temporary** headquarters, or, who **are moving** from one assigned temporary headquarters to another, and for a period up to thirty **(30)** days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;

(3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, **who** are required to travel away from their assigned temporary headquarters for short periods up to a **maximum** of thirty (30) days at one location on a continuous basis, or, **who are** moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such **as** providing board **and** lodging using community services **or** camp facilities;

(4) Notwithstanding any provisions contained in (c)(1), (2), or (3) above, travel status will not apply where the Employer decides to **provide** for or supplies free board and lodging.

(d) **Board and lodging:**

The following **class** of employees, when not **on** travel status, **and** under the conditions stated, **shall be** entitled to board and lodging supplied by the Employer in either Employer-operated camps or by means of local community services:

- (1) "stationary" employees assigned **to** a temporary headquarters;
- (2) "**mobile**" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) Per diem living allowance:

The per diem living allowance is intended to cover only those living costs which are considered over and above **normal**. ~~For~~ those employees whose positions require mobility **or** require that the employee live **in** the field thereby making it **impractical** to establish a relatively permanent residence or reside at their permanent residence.

- (1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and

Lodging supplied under (d) above, employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive **board** and lodging **using** camp facilities at the Employer's option.

(2) **The** election of the per diem allowance by **employees** shall not result in greater transportation costs to the Employer than would have resulted if board and lodging **was** supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will **be** twenty-eight **dollars** and fifty cents (**\$28.50**) per day for each calendar day in the month. This will be paid via the payroll (subject to income **tax**) one month in arrears **to** enable the pay offices to calculate the correct entitlement. This allowance will **be** paid for the **periods** employed on the **job** and will include **days of** rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay **for periods** up to five (5) days. **Without** limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

(i) non-approved **unpaid** absences from the job including abutting weekends;

(ii) unpaid **WCB** leave and unpaid absence due to illness or injury in **excess** of five (5) **days**, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the **Employer**, but not beyond the period of hire or twenty (20) days, **whichever is** the lesser)

(iii) while on educational leave **with** or without **pay**;

(iv) termination pay **for** vacation and **pre-**retirement leave upon retirement;

(v) while employees are away from the job under Clause 13.03 of the Engineering, Technical & Inspectional Component Agreement, Clause 11.03 of the Operational Services Component Agreement, Clause 15.01 of the Administrative Services Component Agreement, and any similar clause under any of the other Component Agreements;

(vi) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that fifty (50) percent of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty (50) percent of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld:

(i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;

(ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;

(iii) where employees are on leave with pay for Union business.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's

headquarters under the circumstances outlined in this Section, then no per diem allowance is payable.

(6) It **is** understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will **be** made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached **will** remain in effect for the duration of the project, except that changes may **be** made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it **is** understood and agreed that the Employer will be required to provide sufficient notice in writing: of the termination date of the project to enable employees to avoid **possible** duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to **any** duplication accommodation costs incurred directly resulting **from** the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase **of** costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that **may be** experienced during the extended period.

1.02 Moving of Trailers and Household Effects

It **is** understood and agreed that it **is** necessary for **some** "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to **carry** out their normal duties. In these **cases**, the regular relocation **expenses will** not apply, instead, the Employer **shall** be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width **allowed** on the highway with a **permit**, and **one** vehicle, and/or household effects.

1.03 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

1.04 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be two hundred thirty dollars (\$230.00) per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be seventy dollars (\$70.00) per month or two dollars and thirty-five cents (\$2.35) per day. Where board only is supplied, the rate will be one hundred fifty-six dollars (\$156.00) per month, or five dollars and twenty cents (\$5.20) per day, or one dollar and seventy-five cents (\$1.75) per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

*PART II RELOCATION EXPENSES

2.01 Policy

(a) Relocation expenses will apply:

(1) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is

permanently located ~~at~~ another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Treasury Board Order on Board and Lodging will apply to the following **groups** of employees who **will** not be considered to be on relocation:

(1) to field status, **mobile** and other employees whose normal duties require moves from one temporary headquarters to another or **from one** assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such **as is** the usual case with field crew positions;

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses **on** relocation in accordance with the following provisions,

2.02 Ravel Expenses on Relocation

(a) Initial trip to seek new accommodation.

The Employer shall grant, with **no loss of** basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five **(5)** days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and **spouse** in accordance with Treasury **Board** Order on Travel Expenses.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be **for** the specific purpose of locating accommodation, with the intent, in **as** many instances **as** possible, that furniture and household effects **may be** delivered **directly** to the new residence.

(b) Travelling expenses moving to new location.

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

Meals: Adults - full rate
 Children 12 and under
 - one-half (1/2) rate

Motel or Hotel: on production of receipts
Private lodging: at old or new location at current rate

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his/her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.03, the employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with the current Treasury Board Order on Travel Expenses.

***2.03 Living Expenses Upon Relocation at New Location**

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of twelve dollars (\$12.00) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of fifteen dollars and fifty cents (\$15.50) per day up to maximum of sixty (60) days;

(c) Where an employee **is** receiving the payment **in (a)** above **and is** later joined by his/her dependents at the new location and the employee is still eligible for payment under this **Section**, the payment shall be **as** in **(b)** above. However, the maximum period of payment under **(a)** and **(b)** shall not exceed sixty **(60)** days.

***2.04 Moving of Household Effects and Chattels**

On relocation, the Employer shall arrange and pay for the following:

(a) moving of household effects and chattels up to **8,165 kg.** including any item(s) which the contracted mover **will** accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars **(\$25,000.00)**;

(c) where necessary, insured storage up to **two (2)** months, upon production of receipts;

(d) the **packing** and unpacking of the employee's household effects and chattels;

(e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:

(1) three hundred dollars **(\$300.00)** for a move not exceeding a distance of two hundred forty **(240)** kilometers;

(2) six hundred dollars **(\$600.00)** for a move which exceeds a distance of **two** hundred forty **(240)** kilometers;

(3) one hundred and twenty-five dollars **(\$125.00)** where the employee is entitled to receive the amount pursuant to **Section 2.07(d)**.

(f) Where the employee exercises an option pursuant to **(e)** above then the provisions of **(a)** and **(d)** above shall not apply.

2.05 Moving of Mobile Homes

(a) On relocation, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:

(1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available; or

(2) where an employee is living in a mobile home which was moved to its present location by the Employer, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.

(b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

(i) the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or

(ii) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3,500.00).

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000.00);

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500.00) upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee **is** living in a mobile home and **is** not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall **be** entitled to reimbursement for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000.00) upon production **of** receipts.

(d) Where the employee opts under this Section to have a mobile home moved, there **shall** be no entitlement **to** the provisions of Sections 2.04 and 2.10.

2.06 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed **by** the personal vehicle.

The vehicle and trailer, where applicable, may be **driven** in which case current vehicle allowance rates for the vehicle **only** will apply, or, vehicle and trailer, where applicable may **be** shipped by rail or boat, in which case the **cost** of the least expensive **method will be paid**.

In addition, the Employer will **pay** for any **additional** transportation charges such **as** ferry fares for the vehicle and trailer with **or** without load.

*** 2.07 Incidental Expenses on Relocation**

The Employer shall pay **to** the employee upon relocation **only** one of the following amounts, to **cover** incidental expenses on relocation, and once the employee **has** claimed one allowance no alternate further claim may be **made**:

(a) when **an** employee purchases a private dwelling house in the new location--four hundred and twenty-five dollars **(\$425.00)**;

(b) when the employee is moving to rental accommodation **in** the new location--one hundred and seventy-five **dollars (\$175.00)**;

(c) when an employee **is** moving with a mobile home--one hundred and twenty-five dollars **(\$125.00)**;

(d) when the employee is moving to room and board-- seventy-five dollars (\$75.00).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

2.08 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) months notice shall be given. Where less than one (1) months notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.09 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

***2.10 Real Estate and Legal Fees**

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells his/her private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

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(a) Reimbursement of fees to a maximum of four thousand and five hundred dollars (\$4,500.00), charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.

(b) An employee who has sold his/her own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750.00).

(c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:

(1) one (1) percent of the first forty thousand dollars (~~\$40,000.00~~) of the purchase price;

(2) **one-half (1/2) of one (1) percent** of any amount of the purchase price above forty thousand dollars (~~\$40,000.00~~);

(3) the total cost to the Employer under part (c) shall not exceed ~~eight hundred dollars (\$800.00)~~.

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e.; foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

(e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

Date: January 25, 1989

MEMORANDUM OF UNDERSTANDING 4

EMPLOYEE ASSISTANCE PROGRAM

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The Employee Assistance Program will be administered by a Joint Committee. The Committee shall consist of **six (6)** members, three (3) members appointed by the Employer and three (3) members by the Union.

The Committee shall be responsible for **the** application of the Program. In developing the Program, the Committee shall **use** the policy and procedure statement as contained in the report to the Bargaining Principals on Master Agreement Clause 25.09, dated May 17, 1985, as guidelines.

Where the Committee cannot reach a consensus on the method of delivery the matter shall be referred to the **Bargaining** Principals.

Date: January 25, 1989

MEMORANDUM OF UNDERSTANDING 5

CAMP CONDITIONS

It is agreed by the parties that a Joint Committee (three (3) members each) shall meet within sixty (60) days of the signing of the **Master** Agreement with the intent to establish minimum accomodation standards in all permanent **camps** where the Employer is the Owner/Operator.

The Committee shall have four (4) months to finalize their report which shall include an **agreed upon** set of recommendations. **Those** matters upon which there is agreement shall be Implemented within mutually agreed upon time **frames**. Any **issues** which remain outstanding shall thereupon be referred to the Bargaining Principals.

Date: January 25, 1989

MEMORANDUM OF UNDERSTANDING 6

TRAINING PROGRAM FOR DISABLED

PREAMBLE

The objectives of the Training Program for Disabled are:

- (a) to provide a training program leading to long-term employment for disabled and disadvantaged persons;
- (b) to increase awareness among employers of the value of hiring the disabled and disadvantaged;
- (c) to increase the personal development and work skills of disadvantaged in the public service;
- (d) to encourage the employment of the disabled and disadvantaged in the public service.

The purpose of the program is to provide training for employment in the public service for those clients of the Personal Placement Program of the Ministry of Labour, who, due to a handicap, experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such handicaps and so become active participants in the labour force.

Before placement in the Provincial Government under this program, each person must be a registered client of the Personal Placement Program of the Ministry of Labour, and must have received a job readiness assessment. Only those clients assessed as not job-ready will be eligible under this program.

Each position will be designed with a training outline and will indicate a proposed time by which training will be completed.

Section 1.01

Employees on the Training program for Disabled will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job. Notwithstanding Clause 28.04 of the Master Agreement, if there is a dispute as to whether an employee hired under this program should be classified in accordance with Section 1.01, the matter shall be referred to an agreed arbitrator.

Section 1.02

There will be a training **work** term not to exceed six (6) continuous months of employment. Pay for this initial work term will be at Level 1 of the Section 1.04 scale. At the completion of this six (6) months **work** term, an assessment of the abilities and skills of each individual will be made. If the employee is deemed not yet "job-ready", he/she **may** be eligible for an extension under the training program. Pay for the period of extension will be at level **two** on the attached scale.

Section 1.03

Employees on the training program will be considered auxiliary employees. Benefits in the Master Agreement will apply. The training program will be considered as a special program and Clause **31.05(d)** of the Master Agreement will apply.

Section 1.04

Employees shall be classified and paid in accordance with the following wage scale:

| <u>Classi- fication</u> | <u>Definition</u> | <u>Wage per month</u> |
|-----------------------------|---|-------------------------------------|
| LEVEL 1 | Entrance into Training Program | 90% of Office Assistant I Step 1 |
| LEVEL 2 | Completion of initial six months term placement | Office Assistant 1 Step 1 |

Section 1.05

The hours of work for these employees will be as per the hours in the **work** unit.

Section 1.06

This memorandum shall form part of the Master Agreement between the B.C. Government Employees' Union and the Government of British Columbia.

Date: January 25, 1989

MEMORANDUM OF UNDERSTANDING 7

SAFEGUARDING VULNERABLE PEOPLE

The parties recognize that within the Public Service there are employees whose work assignment brings them in contact with vulnerable individuals. It is in the public interest that such employees do not have a history of behaviour which is incompatible with such assignments.

The parties recognize that an employee's privacy and reputation must be recognized and protected. Accordingly, information gathered to establish suitability for work assignments which include contact with vulnerable individuals is to be treated with confidentiality to the fullest extent compatible with meeting the Government's responsibility of safeguarding vulnerable people.

Vulnerable people include children, mentally ill, mentally retarded, or physically incapacitated adults.

Confidential Disclosures

Within twenty (20) days of a request by the Employer an employee shall provide the Employer with such authorization and information as the police may require in order to establish whether a record exists in areas of crime incompatible with such assignments. The Employer shall not be entitled to consider police records other than those arising from the above mentioned crimes.

Refusal to provide the necessary information shall render the employee ineligible to work with vulnerable people. Upon failure or refusal to provide the necessary information the employee shall be given twenty (20) work days notice of removal from the assignment. Such employees shall have the options outlined in Article 13. During the notice period the employee shall be assigned duties which do not involve vulnerable people or will be paid in lieu of work.

Where an employee provides false or misleading information, the Employer may take appropriate action. Such action shall only be for just cause and may be grieved pursuant to Article 8.

Within thirty (30) **days of the signing of** this agreement, the Principals shall mutually agree to a third party **who will be** responsible for the following:

- 1. To receive** police records **as requested by** the Employer.
- 2. To forward** such records to the Employer without information **which** identifies the employee while retaining **a cross-reference means of** Identification.
- 3. Upon request of** the Deputy Minister, to provide the employee name corresponding to **a record and to notify** the employee.

Where a Deputy Minister has called for an employee name, the employee **shall** have an opportunity **to** make written explanation regarding the record **as it relates to his/her suitability.**

The decision **that an** employee **is not** cleared **for work in a position** of trust **will be** made by the Deputy Minister **of the employing** Ministry. **Where** the Deputy Minister has **called for an** employee name and decides that the record does **not render the** employee unsuitable, the record **shall be** destroyed.

Upon the decision **of** the Deputy Minister that **an** employee is not cleared for work with vulnerable people, the employee **shall be** given twenty **(20)** work **days** notice of **removal from** the assignment. **Such** employees shall have the options **outlined in Article 13. During** the notice period the employee **shall be assigned** duties which do not involve vulnerable people **or will be** paid in lieu **of work.**

The decision **of** the Deputy Minister shall **be** subject to the grievance procedure commencing at Step 3 within thirty **(30) days of the** written decision being received.

This Memorandum **of Understanding will terminate on** the expiry date **of** the Master Agreement.

Date: January 25, 1989

***MEMORANDUM OF UNDERSTANDING 8**

BETWEEN:

**THE GOVERNMENT OF BRITISH COLUMBIA
REPRESENTED BY THE GOVERNMENT PERSONNEL
SERVICES DIVISION
(**"GPSD"** OR **"The Employer"**)**

AND:

**THE B.C. GOVERNMENT EMPLOYEES UNION
(**"THE BCGEU"** or **"The Union"**)**

PART I - LIMITED EMPLOYMENT

A. DEFINITIONS - In Part I of this Memorandum:

"Limited Term Employee" means:

1. A person appointed pursuant to Section 1(1)(j) of the Public Service Labour Relations Act, R.S.B.C. 1979, c. 346, ("PSLRA") or;
2. A person described in Appendix II, "Excluded Classes", of the Master Agreement between the Employer and the Union as **"persons** appointed on a temporary limited basis for a specific term of less than sixty (60) calendar days pursuant to Section 1(1) of the **PSLRA"**.

B. REPORTING PROCEDURES

1. The Employer agrees to provide the **Union** with a copy of all letters appointing a person pursuant to **Section 1(1)(j)** of the PSLRA within ten (10) calendar days of such appointments.

The appointment notice shall contain the following information:

- (a) **the date the appointment is to commence;**
- (b) **the date the employment is to terminate or is intended to terminate;**

(e) the work location and classification of work to be performed.

2. (a) The Employer agrees to provide the Union with written reports every three months of each calendar year regarding usage of service of employees from employment agencies.

(b) Reports will be forwarded as follows:

(1) by April 15 for the period January 1 to March 31;

(2) by July 15 for the period April 1 to June 30;

(3) by October 15 for the period July 1 to September 30;

(4) by January 15 for the period October 1 to December 31.

(c) Each report shall include:

(1) the name of the employment agency and individual concerned;

(2) the location and Ministry at which such services are provided;

(3) the dates of utilization.

C. LIMITED TERM EMPLOYEE

1. No individual will be permitted to work on a subsequent appointment of less than sixty (60) days without the elapse of a period of sixty (60) days since the expiry of that individual's most recent appointment of less than sixty (60) days. If a person is appointed pursuant to section 1(1)(j) of the PSLRA and the person's appointment extends beyond fifty-nine (59) days that person shall be re-appointed as an auxiliary employee effective the date the appointment is extended.

2. For the purposes of Part I of this memorandum, non-working periods in excess of seven (7) days within a

period of one hundred and eighty (180) days shall not be counted for purposes of calculating whether an appointment is for a period of less than sixty (60) days.

a EMPLOYMENT AGENCIES

1. An "employment agency" is defined as a person or business organization who is in the business of recruiting and providing the services of individuals to other persons or organizations, **including** the Employer.

2. No assignment of work to any one individual from an employment agency shall exceed fifty-nine (59) days.

E. COMBINATION USAGE

The Employer agrees that it will not utilize limited-term employees and individuals from employment agency(s) in succession to perform the same duties for a period in excess of fifty-nine (59) days within a period of one hundred and eighty (180) days.

F. WAIVER

Nothing in this memorandum prohibits the Union from waiving any term or condition of this memorandum. A waiver may only be granted by the President of the Union in writing, and **such** waivers will **not** be unreasonably withheld. The President of the Union shall respond to requests for a waiver within ten (10) calendar **days** of a request,

PART II - PRIVATIZATION

A DEFINITIONS - In Part II of this Memorandum:

"Privatization" means a disposition of assets and/or arrangements for the delivery of services identified in a minute of the Executive Council as a privatization.

"Privatization Impact Review Committee" means a committee of three (3) representatives of the Employer and three (3) representatives of the Union that will meet within ten (10) calendar days of the announcement of a planned privatization.

"Private Employer" means an employer other than the Government of the Province of British Columbia.

B. PRIVATIZATION IMPACT REVIEW COMMITTEE

1. The Privatization Impact Review Committee will meet to examine a privatization or planned privatization. The Employer will inform the Privatization Impact Review Committee of the number and work locations of employees affected by a privatization or planned privatization.
2. The Privatization impact Review Committee will meet to review and examine a privatization or planned privatization.
3. The Privatization Impact Review Committee will examine the privatization or planned privatization to determine the impact of the privatization upon the members of the bargaining unit.
4. Within fourteen (14) days of meeting pursuant to Section B.2., members of the Privatization Impact Review Committee may make a written report to the Deputy Minister of the Ministry in which a privatization or planned privatization will occur regarding the impact of the privatization or planned privatization upon members of the bargaining unit and may make written recommendations intended to ameliorate the impact of privatization upon the members of the bargaining unit.

C. EMPLOYEE OPTIONS

1. In the event that a privatization proceeds and the service and/or operation is privatized, employees who have been offered continued employment with the private employer will have the option of remaining employees of the Employer in accordance with this memorandum, or becoming employees of the private employer.
2. Regular employees affected by privatization who have not been offered continued employment with the private employer shall be placed in vacancies in accordance with their service seniority as follows:
 - (a) The employee shall select an available comparable vacancy which he/she has the skill and ability to perform after a period of job orientation.

(b) If an employee cannot be placed in accordance with (1) above, he/she may select an available comparable vacancy which he/she will be able to perform with a period of training and familiarization.

(c) The Joint Committee under Part III of this memorandum shall provide for continuing consultation and cooperation between the parties and shall assist with the placement of employees.

(d) If the employee is not placed under (a), (b) or (c) above the employee may select either;

(I) temporary assignment to a job within the geographic limitations developed by the Joint Committee for a period of ~~six (6)~~ months. In such circumstances the employee's rate of pay shall be ~~maintained~~ and any negotiated increases shall apply for the period ~~of~~ the temporary assignment, or;

(ii) severance pay based upon years ~~of~~ service ~~as~~ follows:

-for the first year of completed employment, three (3) weeks current salary;

-for the second year of completed employment, three (3) weeks current salary;

-for each completed year thereafter, one-half (1/2) months current salary.

The employee will not receive an amount greater than ~~six (6)~~ months current salary.

(e) Upon the expiry ~~of~~ the six (6) month period referred to in (d)(i) above, the Joint Committee may require placement of the employee in ~~an~~ available comparable vacancy. If the employee refuses placement under this provision, he/she shall be deemed to have resigned his/her employment and shall accept severance pay.

(f) An employee who elects severance pay pursuant to (d) above or receives severance pay pursuant to (e) above shall not be considered to be laid off under this agreement.

3. Regular employees affected by privatization who have been offered continued employment with the private employer but who elect to remain as employees of the Employer shall be placed in vacancies in accordance with their service seniority as follows:

(a) the employee shall follow the procedures in 2(a), (b) and (c) above.

(b) upon the expiry of the six (6) month period referred to in 2(d)(i) above, the Joint Committee may require placement of the employee in an available comparable vacancy. If the employee refuses placement under this provision, he/she shall be deemed to have resigned his/her employment.

(c) an employee who is deemed to have resigned under (b) above shall not be considered to be laid off under this agreement.

4. (a) A regular employee who continues employment with a private employer may, within twelve (12) months of leaving employment with the Employer, apply for job vacancies with the Employer and, for the purpose of such application only, his employment with the Employer will be deemed to have continued uninterrupted.

(b) If, within a three (3) year period after a service or operation is privatized, the private Employer providing such service or operation ceases such operation, then the Employer shall ensure that the privatized employee's employment is maintained.

(c) In the event that the first contract with the private Employer is not renewed, then employees who had accepted continued employment shall have the right to bid back to vacancies with the Employer for the next ensuing twelve (12) months.

5. In this memorandum "comparable" includes a job with a salary range of minus (-) fifteen (15) percent to plus (+) two (2) percent of the employee's original classification.

6. Where a privatization occurs, the Employer shall maintain funds sufficient to satisfy an amount equivalent to severance pay existing at the date of privatization which will be payable upon the occurrence of circumstance referred to in 4(b) or (c), in an escrowed account.

7. Where an auxiliary employee either is not offered employment with a private Employer or elects to remain an employee of the Employer, the Joint Committee shall have the authority to place the auxiliary employee in such manner as it deems fit in accordance with the principles of this memorandum,

PART III

REFERRAL OF DISPUTES

1. Within sixty (60) days of the signing of this memorandum, a Joint Committee shall be constituted to hear and determine any dispute between the Parties over the application, interpretation, operation or alleged violation of this memorandum.

2. The Joint Committee shall consist of five (5) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a chairperson. The chairperson shall be appointed jointly by the parties.

3. The Joint Committee shall not have the authority to amend, modify, or otherwise alter this memorandum of understanding or the Master Agreement.

4. If the Joint Committee is unable to resolve any disputes over the interpretation, application, operation or alleged violation of this memorandum, and any dispute related to the placement of employees under Part II, the chairperson of the Committee shall, at the request of either party, sit as an arbitrator over all disputes pertaining to this memorandum.

5. The Joint Committee shall have the authority, in such circumstances as they deem appropriate, to relieve against the limitations contained in Part II, C. (2)(d).

January 25, 1989

**LETTER OF UNDERSTANDING 1
AIR TRAVEL INSURANCE**

The existing benefits of Air Travel Insurance will not be decreased during the life of this Agreement.

Date: January 25, 1989

***LETTER OF UNDERSTANDING E
RE: APPENDIX 4, Section 2.08(a)**

In the event that the maximum retirement provisions of the Pension (Public Service) Act are declared inoperative or are otherwise struck down by a Court of competent jurisdiction, Appendix 4, Section 2.08(a) will read?

(a) at the end of the month in which the employee reaches his/her sixty-fifth (65th) birthday,

Date: January 25, 1989

***LETTER OF UNDERSTANDING 3
COMMUNICABLE DISEASES**

In respect of communicable diseases, the Parties agree that the Permanent Joint Occupational Health and Safety Committee will consider, review and make recommendations to the Principals on issues including:

- (1) preventative protocol measures, including education, hygiene, protective equipment/apparel and vaccinations.
- (2) post-exposure protocols.

The Parties agree that the Communicable Disease **Advisory** Committee of the Ministry of Health will be utilized for the purpose of accessing expertise in this area. Other consultants may be utilized, as deemed appropriate by the Committee.

Pursuant to Clause 22.14, the Permanent Joint Occupational Health and Safety Committee will make recommendations to the Principals by March 31, 1989 or such other date as established by the Committee regarding measures necessary for the establishment of a work environment with minimal risk of exposure or infection by communicable diseases.

Where the Communicable Disease Advisory Committee recommends that a vaccination is required as a preventative measure, such vaccination shall be made available to the employee at the Employer's expense.

Date: January 25, 1989

LETTER OF INTENT No. 1

Re: CLAUSE 22.02 - STATUTORY COMPLIANCE

In the event that Statutes governing Occupational Health and Safety Regulations and standards which pertain to Government employees are changed during the term of this Agreement, the parties agree to meet and discuss the impact of those changes.

Date: January 25, 1989

oteu 15
AGR:master-88

EIGHTH COMPONENT AGREEMENT

between the

GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

represented by the

GOVERNMENT PERSONNEL SERVICES DIVISION

and the,

B.C. GOVERNMENT EMPLOYEES UNION

respecting the employees of the

**RETAIL STORES AND WAREHOUSE
COMPONENT**

Agreement made this 25th day of January, 1989

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ARTICLE 1 - PURPOSE OF AGREEMENT

(a) The parties hereto subscribe to the principles set forth in Clause 1.01 of the Master Agreement entered into between the Employer and the Union.

(b) Subject to the provisions of the Master Agreement, the purpose of this Agreement is to set out the terms and conditions of employment for all employees included in the Retail Stores and Warehouse Component.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.01 Stewards

(a) Pursuant to Clause 2.06 of the Master Agreement, the Union will designate persons to represent the employees in the respective work places on the following basis:

(1) In the stores with more than two (2) employees the Union will designate a person to act as a steward and another person as an alternate steward.

(2) In stores with two (2) employees the Union will designate a person to act as steward.

(3) In the warehouse situated at 3200 East Broadway in Vancouver, the Union will designate three (3) persons to act as stewards and three (3) to act as alternate stewards.

(4) in a satellite warehouse the Union will designate one (1) person to act as steward and one (1) person to act as an alternate steward.

(b) The Union will make every reasonable effort to provide the Employer with the names of its stewards and alternate stewards promptly upon selection.

(c) In case of one (1) man stores, the Union will advise the Employer of the steward and the alternate steward from another store in the area who will represent the staff in the affected store, if and when necessary.

(d) The Employer agrees that consideration will be given to the employees' Union responsibilities prior to any lateral transfer or re-assignment of shifts.

2.02 Bulletin Boards

The Employer agrees to provide bulletin boards on the following basis:

- (a) One (1) in each store, to be located In the lunchroom area.
- (b) One (1) in each satellite warehouse, to be located in the lunchroom area.
- (c) Three (3) located in the Vancouver 3200 East Broadway warehouse situated as follows:
 - (1) Cafeteria.
 - (2) Wall immediately adjacent to main warehouse washroom.
 - (3) Wall immediately adjacent to the area provided for the steward, or an area which is mutually agreeable to Management and the Union.

All not to be obstructed.

ARTICLE 3 - COMMITTEES

3.01 Joint Committee

Where necessary an ad hoc joint committee, for this component, may be established pursuant to Article 29 of the Master Agreement.

The terms of reference will originate from that joint Committee established in Article 29 of the Master Agreement.

3.02 Committee on Education and Training

- (a) The provisions of this article are Intended to assist regular employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs.
- (b) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the Retail Stores and Warehouse Component. The

parties **also** recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills.

(1) The parties shall establish a Joint Committee on Education and Training comprising of three (3) representatives of the Union and three (3) representatives of the Employer for the purpose of recommending the establishment of guidelines relating to Education and Training programs and Education Leave and Allowances.

(2) The meetings of the committee shall be chaired by an Employer member and a Union member alternately and all members, including the one acting **as** chairperson, shall have **equal** voting rights.

(3) Without limiting the generality of the foregoing, the terms of the joint committee shall include:

(i) investigating and recommending eligibility requirements and selection procedures for such programs;

(ii) recommending implementation dates for such training based upon availability of funding, training staff, and material;

(iii) recommending a system that where an employee fails to pass Liquor Distribution Branch required examinations for the purpose of Upgrading or promotion, that employee shall be given the opportunity to **be** advised in order to **be** aware **of** those areas where improvements can be made.

(4) The joint committee has the right to establish subcommittees.

(5) The meetings shall be held at mutually agreed times, However, the joint committee shall meet no less than twice yearly.

3.03 Jurisdiction of Committees

No recommendations of any committee provided for by negotiation in this Agreement shall supersede this Agreement. They shall have the power to make recommendations only to the Union and the Employer with respect to its discussions and conclusions.

3.04 Minutes of Committees

All committee minutes shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Copies of the minutes shall be dispatched to the Union and the Employer within fifteen (15) days of the meeting.

3.05 Meetings

It being in the best Interests of Management and the Union that the employees working together in a retail unit and warehouse work as a team. Management shall advise senior supervisors in each location, that they must hold staff meetings at least once a month and more often if possible. The senior supervisor in the work unit concerned must ensure that the shop steward or his/her designate is present at such meetings.

ARTICLE 4 - ADMINISTRATION

4.01 Preamble

(a) It is agreed that Management has the right to establish the staffing requirements of each retail outlet and distribution centre in the Province.

(b) The Liquor Distribution Branch shall supply the Union, by March 1 of each year the total number of hours projected for each outlet and the distribution centres for the next fiscal year, presented in fiscal period format.

4.02 Policy Manuals

The Employer shall supply stewards with up-to-date policy manuals. It will be the responsibility of each steward to insert revisions supplied by the Employer. All manuals shall remain the property of the Liquor Distribution Branch.

4.03 Customer Relations

(a) The Union and the Employer agree that in view of the great number of contacts with the public in the store system, and the continuing nature of these throughout the year, the matter of courtesy in customer relations **is** of prime importance.

(b) Where a store employee experiences difficulty with, **or** receives a complaint from a Customer, in the course of his/her duties he/she will immediately summon the supervisor in charge, who will handle the matter in the manner provided **for** by Branch policy.

(c) Where a customer complaint against a staff member **is** not resolved under paragraph (b) above, the Employer agrees not to take punitive action against an employee as a result of an unsigned complaint,

(d) Where **an** employee's personal property, utilized in the performance of his/her duties, is damaged by a customer while the employee **is** carrying out his/her duties, and the damages are not covered by the Workers' Compensation **Board**, the Employer shall reimburse the employee for the necessary **repairs** or damage to the employee's personal property if it can be shown that there was no negligence on the part of the employee.

4.04 Cash Security

(a) **No** person shall open or use a cash drawer other than the assigned cashier.

(b) Subject to (d) of this article, moneys assigned to a cashier will not be handled by any other persons in the absence of the cashier responsible for the money.

(c) A cashier will not be considered responsible if (a) and/or (b) are violated.

(d) In the event of illness or other emergency, a supervisor with the steward, or his/her alternate, shall count and verify the **cash**. In the event that the steward, or alternate, **is** not available, two **(2)** supervisors will count and verify the cash.

(e) When a cashier's cash count has been verified, a cash register reading must be attached immediately to each cashier's cash count slip. Any discrepancy will be noted and brought to the cashier's attention at the earliest opportunity.

ARTICLE 5 - CLASSIFICATION SENIORITY

Classification seniority will be recognized as a factor in the selection of employees for training programs and for relief duties.

ARTICLE 6 - POSITIONS TEMPORARILY VACANT

Where temporary relief is required due to illness, vacation, leave of absence, etc., the Employer shall give regular employees the opportunity to relieve in higher paying positions and shall make every reasonable effort to arrange for staff replacements in the lowest paid category.

ARTICLE 7 - HOURS OF WORK

7.01 Hours of Work - Warehouse

(a) Hours of work for employees in the warehouse shall be scheduled to begin no earlier than 7:00 a.m. and end no later than 12:00 midnight on the following basis, except as provided in (d):

(1) For those employees working shifts the hours of work shall be: Day Shifts - five (5), seven (7) hour shifts Monday to Friday,

(2) Afternoon Shifts - four (4), eight and three-quarter (8 3/4) hour shifts, Monday to Thursday, and Tuesday to Friday.

(3) Regular employees who, as a result of the shift pattern do not complete the annual hours of work requirement, will be assigned one day each year in addition to their regular shifts to further their understanding of the distribution process. The additional day will be scheduled on a Monday or Friday as appropriate.

(b) Regular employees working on afternoon shift shall rotate onto day shift every two (2) weeks, During the

fifteen (15) minute overlap period and in instances where specialized duties are not sufficient to keep employees fully occupied, they may be assigned other duties.

(c) Hours of work for employees on night shift shall be five (5), seven (7) hour shifts, beginning at 11:30 p.m. and ending at 7:00 a.m. Monday to Friday, commencing Sunday at 11:30 p.m. In order to provide the necessary staff, employees may volunteer for the night shift.

Failing this provision an equitable shift rotation system will provide the necessary staff.

(d) No employee shall be required to work a split shift.

***7.02 Hours of Work - Retail and Licensee Stores**

The hours of work shall be scheduled not earlier than 6:00 a.m. and end no later than 12:15 a.m., and are subject to the following provisions:

(a) Employees may volunteer for a shift commencing earlier than 7:00 a.m. Failing this, an equitable shift rotation system will provide the necessary staff.

(b) No employee shall be required to work a split shift.

(c) Shift schedules shall be posted fourteen (14) days prior to the start of the shift schedule and shall cover the following calendar month.

(d) All one (1) man stores and licensee stores will be scheduled for five (5), seven (7) hour shifts. Shifts will be scheduled on a fair and equitable basis.

(e) All merchandise clerks in stores closing no later than 9:00 p.m. will be scheduled for four (4) eight and three-quarter (8 3/4) hour shifts plus an additional one (1) hour every three (3) weeks to meet the annual hours of work requirement. Shifts will be scheduled on a fair and equitable basis.

(f) All merchandise clerks in multiple shift stores will be scheduled within a "nine (9) day fortnight" consisting of:

one (1) week of four (4) times eight and three-quarter (8 3/4) hour days and

one (1) week of five (5) times seven (7) hour days, plus an additional one (1) hour every six (6) weeks to meet the annual hours of work requirement.

Shifts will be scheduled on a fair and equitable basis.

(g) Assistant managers will be scheduled within a "nine (9) day fortnight" consisting of:

(1) one (1) four (4) day thirty-five (35) hour week and one (1) five (5) day thirty-five (35) hour week.

(2) The length of shift to remain flexible with no shift exceeding nine (9) hours per day or less than five (5) hours per day.

(3) Shifts will be scheduled on a fair and equitable basis to suit operational requirements and to meet the annual hours of work requirement.

(h) Stores Managers shall schedule their own hours of work. Such schedules shall meet both the thirty-five (35) hour week and the annual hours of work requirements. The length of any shift shall not exceed nine (9) hours per day nor be less than five (5) hours per day.

7.03 Hours of Work - Retail and Licensee Stores - Night Shift Provision

(a) Notwithstanding Clause 7.02 where a night shift is required, the Employer may schedule employees for duties beginning no later than 12:00 midnight and ending no earlier than 6:00 a.m.

(b) In order to provide the necessary staff, employees may volunteer for the shifts listed in (a) above. Failing this provision, an equitable staff rotation system will provide the necessary staff.

7.04 Hours of Work - Concession Stands - Retail Stores

(a) Subject to operational requirements the hours of work for all full-time employees engaged as concession clerks will be within the same hours as laid down for the clerks in the store in which they are located.

(b) Where operational requirements permit concession clerks will be scheduled the same length of shift as clerks employed in the liquor merchandising area of the store.

The Employer may initiate a schedule of five (5), seven (7) hour shifts to maximize the efficiency of this type of operation.

7.05 Days Off

(a) The Employer agrees that when a regular full-time employee wishes his/her days off to be consecutive they will be rotated so that he/she will have two (2) consecutive days off at least once per month. Such days off will be either Saturday and Sunday, or Sunday and Monday. Where operational requirements permit an employee will be given the opportunity to elect his/her preference in this regard.

(b) Where operational requirements permit, employee's days off may be scheduled on an equitable basis to allow for days off prior to or following statutory holidays.

ARTICLE 8 - MEAL BREAKS

8.01 Warehouse

Meal breaks shall be uninterrupted and of one-half (1/2) hour duration. Meal breaks for the 12:00 midnight shift shall be mutually determined by the Employer and the Union.

8.02 Retail and Licensee Stores

Meal periods shall be uninterrupted and scheduled as close as possible to the middle of the work day or shift and wherever possible to correspond to dining room facilities where such facilities are available. Subject to operational requirements, the length of the meal periods shall be by mutual agreement at the local level, 30 minutes or 60 minutes. In the event mutual agreement is not reached, the meal period shall be 30 minutes duration in multiple shift stores and 60 minutes duration in all other stores.

ARTICLE 9 - COMPENSATION FOR OVERTIME FOR REGULAR EMPLOYEES

(a) Overtime compensation for work performed by regular employees outside of regularly scheduled shifts,

shall be in **cash** or compensatory time **off** at the employee's option. The employee must declare **his/her** choice in writing once each calendar quarter which will be in effect the following quarter, commencing January 1 each year.

(b) Compensatory time off must be taken at a time mutually agreed between the Employer and the employee.

(c) Compensatory time off which is earned must be taken off before March ~~31st~~ of the following year or paid in **cash** pursuant to Clause ~~16.06~~ of the Master Agreement.

(d) Employees who are hired into one **(1)** and two **(2)** man stores subsequent to March 17, 1977, will be compensated for all overtime in **cash**.

ARTICLE 10 - ANNUAL VACATIONS FOR REGULAR EMPLOYEES

10.01 Prime Time Vacation Period

(a) Subject to the provisions of this article, the basic intent of the parties ~~is~~ that employees shall be allowed to take their vacations at the time of their ~~choice~~ as provided hereunder. In this respect, all regular employees shall be allowed to take at least two-thirds (**2/3**) (minimum fifteen (**15**) days) of their vacation entitlement during the period May 1st to September ~~30th~~, Inclusive which shall ~~be~~ defined as prime time vacation period.

(b) Within the terms of paragraph (a) and where operational requirements permit employees will be allowed to take their complete vacation entitlement during the prime vacation period if they ~~so~~ desire.

(c) The parties agree that warehouse employees shall not ~~be allowed~~ to take their vacation between December 1st and December 19th, inclusive, and that store employees ~~shall not be allowed to~~ take vacation in December.

(d) The parties agree that the Employer shall have the right ~~to~~ establish the number ~~of persons who~~ may be on vacation ~~at~~ any given time within a particular work unit.

(e) Subject to **(d)** where operational requirements permit, the Employer will make every reasonable effort to allow as **many employees as** possible to take their vacation at **the same time**, If requested.

*10.02 Vacation Preference

(a) Preference in the selection and allocation of prime vacation time shall be determined on the basis of service seniority within each work unit subject to the following provisions:

(1) In the stores system, there shall be separate vacation schedules for:

- (i) supervisors;
- (ii) merchandise clerks.

(2) In the 3200 East Broadway warehouse operation there shall be separate schedules for:

- (i) assembly;
- (ii) receiving;
- (iii) shipping;

(b) For purposes of this clause the Richmond Warehouse and the Kamloops Distribution Centre constitute separate work units.

(c) Where an employee chooses to split his/her prime vacation time, his/her second vacation period shall be taken only after all other employees concerned have made their initial selection.

(d) Regular vacations shall have preference over vacation carry-over during the prime time vacation period.

10.03 Vacation Schedules

(a) Vacation schedules shall be circulated for staff application by February 1st each year within each work unit and the completed schedule shall be posted by March 1st.

(b) It will be the responsibility of the supervisor to post the schedule and notify absent employees.

(c) An employee who does not exercise his/her seniority rights within one (1) week of the vacation schedule being circulated shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(d) An employee who voluntarily transfers to another **work** location where the vacation schedule has already been completed, will not **be** entitled to exercise his/her seniority right for that year **only**. However, every effort shall be made to grant vacation at the time of the employee's choice.

(e) **An** employee who is transferred at the request of the Employer shall have his/her vacation **as** originally scheduled.

ARTICLE 11 - RELIEF ASSIGNMENTS AND DUTIES

11.01 Eligibility List

(a) Where qualified and capable employees are not available for relief assignments **within** the store concerned an employee will be assigned to the store for the required **position from** an eligibility list which will be compiled following **Branch-wide** posting at the beginning of each year. Where qualified and capable employees are available **in a** store, relief assignments **will** be rotated on an equitable basis among employees who desire it.

(b) The parties agree that geographical proximity, cost and the operational requirements **of** the Branch **as a** whole, must **be** the determining factors in making individual relief appointments.

(c) The Employer agrees that for training **purposes** and to the extent possible under the provisions of Clause (b) **of** this section, employees **who** offer their names for relief **work** will be given every **reasonable** opportunity for at least **one (1)** relief assignment for the **year** in which he/she applied.

11.02 In Excess of Twenty (20) Working Days

Where an employee **is** assigned relieving duties which require his/her attendance for more than twenty **(20)** working days in a **retail** outlet that is situated **200** miles or more from his/her residence, he/she shall be granted two **(2)** days travelling time with pay, in conjunction with two **(2)** regular days off, **for a return** trip home by public conveyance. The cost of such transport shall be borne by the Employer.

When a further twenty (20) working day period is required a similar **arrangement will** apply.

11.03 Duties

Where an employee on relief assignment completes such assignment an appraisal shall be raised on him/her by the appropriate officials upon request. The employee shall be given the opportunity to read and **sign** the appraisal.

11.04 Substitution-Warehouse Operations

(a) It is agreed that substitution in the Warehouseworker III classification when required, **will be** offered to the regular Warehouseworker II with the highest classification seniority subject to being available and capable.

(b) It is agreed that substitution in the Warehouseworker II classification when required, **will be** offered to the regular Warehouseworker I with the highest classification seniority subject to being available and capable.

(c) The provisions of (a) and (b) above do not apply to periods of work assignments of less than a shift or when an employee is being trained.

(d) Warehouseworker II trainers engaged in a training assignment must complete that assignment before being able to exercise their seniority for substitution in a higher classification.

ARTICLE 12 - AUXILIARIES

12.01 Letter of Appointment

An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status, salary range, work location, and expected duration of employment.

12.02 Seniority List

The Employer shall maintain and supply to the Union each year a Seniority list showing the total component service seniority of each auxiliary employee as of December 31st.

***12.03 Layoff and Recall, Retail Stores**

(a) Layoff, recall and availability shall be in accordance with Clause 31.05 of the Master Agreement.

(b) The Ministry seniority units pursuant to the Master Agreement shall be those listed in Appendices 1, 2, and 3 of this agreement.

(c) The Employer will pre-schedule full thirty-five (35) hour weeks to those employees with sufficient seniority to entitle them to such work.

(d) The Employer will pre-schedule all known full length shifts to those employees with sufficient seniority to entitle them to such work.

(e) All other work will be assigned on a dally basis.

(f)

(1) Employees being recalled for work will be called between the hours of 8:30 - 10:00 a.m. in recall units where all stores are open not later than 6:00 p.m.; and between 8:30 - 10:00 a.m. and 2:30 - 4:00 p.m. in recall units when a store is open later than 6:00 p.m. If an employee declines or is unavailable during these call times, it will be considered a refusal of work for purposes of Clause 31.04. Employees who are unavailable or decline work offers outside the call times will not be considered to have refused work for purposes of Clause 31.04.

(2) Variations to (1) above may be made by mutual agreement at the local level between persons designated by the Employer and the Union respectively. Such a local agreement may be cancelled on fifteen (15) days' notice by either party, at the expiration of which notice period the call times in (f)(1) shall apply.

(g) The geographic grouping of a new store or warehouse will be arrived at by joint consultation if the store is not clearly within one (1) of the groups described in the above geographic recall areas.

(h) The Employer shall not unreasonably withhold agreement on an auxiliary employee's specification of days and/or times of availability.

(i) Notwithstanding (f) above, if an auxiliary store employee declines ~~or is~~ unavailable during the call times on Monday, Tuesday or Wednesday, with the exception of the month of December and weeks in which a statutory holiday occurs, it will not be considered a decline of work for purposes of Clause 31.04.

(j) Where there is a conflict in the preference and/or selection of days and/or times of availability, seniority shall determine the preference and/or selection of the days and/or times of such availability provided that in no instance will a senior employee be permitted to displace a junior employee from an existing preference and/or selection.

*12.04 Unpaid Absence

A part-time auxiliary employee with six (6) months' service may elect each year to take a maximum of fifteen (15) working days (not necessarily consecutive) unpaid absence during the non-prime vacation period providing the application is made in writing to his/her supervisor or area manager seven (7) working days prior to the initial date requested and operational requirements permit. There shall be no loss of seniority or recall rights when such absence has been granted.

By mutual agreement only, one or more of the unpaid days absence aforesaid may be taken during prime vacation periods.

12.05 Overtime Entitlement

Auxiliary employees who are scheduled to work on a normal full time basis shall be compensated for overtime when they are required to work hours in excess of those prescribed for regular full time employees in the work unit in which they are employed.

12.06 Vacations

Subject to the provisions of Clause 31.11 (Master Agreement] and Clause 10.01 (Retail Stores and Warehouse), an auxiliary employee may take vacations during prime time, where the vacation schedule has not been utilized by the number of regular employees established for that work unit.

ARTICLE 13 - CLOTHING

*13.01 Standard Wearing Apparel

(a) Where the Employer requires employees to wear a uniform or to wear distinctive or identifying clothing, the Employer shall provide such clothing. Where the Employer does not have such a requirement, employees will maintain a standard of neat, clean and tidy appearance.

(b) Subject to (a) above, the clothing issue shall be as follows:

(1) Managers/Assistant Managers

3 shirts/blouses
2 pair of pants
1 stock jacket
1 belt

(2) Merchandise Clerks/Concession Clerks
(Regulars and Auxiliaries who have worked 1827 hours in a fifteen (15) month period.)

3 shirts/blouses
2 pair of pants
1 stock jacket
1 belt

(3) Auxiliary employees who have worked in excess of thirty (30) days:

2 shirts/blouses
2 pair of pants
1 stock jacket
1 belt

(c) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is necessary.

(d) It shall be the responsibility of the employee to maintain, clean and/or repair washable clothing provided to the employees by the Employer.

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(e) The issue outlined in this Article shall be **"stock sizing"**. Tailoring-to-fit where required shall **be** provided at **the Employer's** expense and may include **the following**: hemming slacks to proper length, taking in, or letting out seams, adjusting sleeve length. Any measuring or fitting required to comply with this Article shall, **wherever possible, occur** during the employee's regularly scheduled shift.

(f) Changes and choices **in** the style or colour of apparel shall be made **only** after consultation between the parties.

(g) In the Retail Stores System, the WCB requirement of "substantial footwear made of leather or other material appropriate to the protection required" shall not be considered **to** exclude recreational footwear.

13.02 Safety Clothing

The Employer will continue to supply aprons, **goggles**, gloves, and rubber pants for the **use** of warehouse employees where **such** equipment **is** required in the interest of safety. If other safety items become mandatory, under the Workers' Compensation Board regulations, for particular sections of the **warehouse**, the Employer will provide **such items as** plant issue.

ARTICLE 14 - GENERAL CONDITIONS

14.01 Fork Lift Assignments - Warehouse

(a) Except **as** otherwise provided in this Article:

(1) Warehouseworker **II** who are qualified and capable **will be** assigned fork lift driving duties **as** in order of seniority.

(2) Under no circumstances will an auxiliary employee **be** employed as a fork lift operator where **a regular** employee **is available** and capable. **When** such duties are **to** be assigned to an auxiliary, they are to be rotated on **an** equitable basis.

(b) **The** provisions of this Article do not **apply to** periods of work assignment of **less** than a shift or when an employee is being trained.

14.02 Working Environment

The parties agree that a safe and clean working environment is essential in order to **carry out work** assignment in a satisfactory manner.

It will be the Employer's responsibility to ensure that all working areas are maintained in a safe and clean condition.

14.03 Clean-up

All employees within a warehouse complex shall **be** allowed ten (10) minutes prior to completion of a shift for the purpose of ablution duties. Those employees not wishing to participate will work until completion of their shift.

14.04 Lunch Area Facilities - Retail and Licensee Stores

(a) The Employer will provide a table, chairs, a hot plate and a clock in the lunchroom area.

(b) Where space will permit, in or adjacent to the lunchroom area, employees may provide a refrigerator, pop machine, and electric kettle.

(c) **Lunchroom** areas and toilet facilities will not **be used** for storage.

14.05 Conflict of Duties

Except in emergencies, duties which could be considered as normally being performed by tradesman, listed in the Operational Services Component Agreement, shall not be assigned to store staff.

***14.06 Written Examinations for Promotion**

(a) When an applicant for promotion is on relief duty and not readily available to write required examinations, he/she shall be provided the opportunity to sit **for** such examination.

(b) Where **an** employee fails to pass **a** required examination he/she shall be eligible to write the examination at the first available opportunity after completion of an **additional six (6)** months' service.

14.07 Raining

The local supervisor shall be responsible in a work unit for providing job training on an equitable basis to employees filling vacant or new positions and for retraining other employees where necessary.

14.08 Transfer of Regular Employees

In the retail store system, a regular employee who wishes to transfer from their present worksite location to another worksite location within the same geographic or headquarters location, shall notify their Area Manager in writing of their request. The employee shall be entitled to move not more than once in a two year period. This request will be considered in a fair and equitable manner, subject to operational requirements and will be acted on within one year of its submission.

ARTICLE 15 - TERM OF AGREEMENT

***15.01 Duration**

This Agreement shall be binding and remain in effect until midnight July 31, 1991.

***15.02 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after May 1, 1991, but in any event not later than midnight May 31, 1991.

(b) Where no notice is given by either Party prior to May 31, 1991, both Parties shall be deemed to have been given notice under this Clause on May 31, 1991, and thereupon the commencement of bargaining will apply.

(c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the Assistant Deputy Minister of the Government Personnel Services Division.

15.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 15.02 of this Agreement, the parties shall, within fourteen (14) days after notice was given, commence collective bargaining.

15.04 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

15.05 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining unless changed by the Master Agreement.

15.06 Effective Dates of Agreement

The provisions of this Agreement shall come into force and effect on the date of signing of the Master Agreement, except where otherwise specified.

**SIGNED ON BEHALF OF
THE UNION BY:**

**John Shields
President**

**Randy Pearson
Component Chairperson**

**Billie Carroll
Member**

**Vic Rantio
Member**

**Russ Sarich
Member**

**Gary Steeves
Staff Representative**

Dated: January 25, 1989

**SIGNED ON BEHALF OF
THE EMPLOYER BY:**

**Gary Moser
Assistant Deputy Minister**

**Ron McEachern
Director, Labour Relations**

**Tony Raymond
Labour Relations Officer**

***APPENDIX 1**

**SINGLE STORE GEOGRAPHIC LAYOFF
AND RECALL AREAS**

| | | | |
|------------|------------------------|------------|-----------------------|
| 225 | Alert Bay | 139 | Logan Lake |
| 4 | Atlin | 209 | Lytton |
| 138 | Barrier | 26 | McBride |
| 171 | Bella Bella | 106 | Mackenzie |
| 232 | Bella Coola | 105 | Masset |
| 73 | Burns Lake | 29 | Merritt |
| 5 | Campbell River | 202 | Nakusp |
| 84 | Cassiar | 32 | Nelson |
| 226 | chase | 74 | New Denver |
| 238 | Chetwynd | 221 | 100 Mile House |
| 88 | Clearwater | 155 | Pender Island |
| 212 | Dawson Creek | 128 | Port Alice |
| 131 | Elkford | 115 | Port McNeill |
| 13 | Fernie | 41 | Powell River |
| 222 | Fort Nelson | 37 | Princeton |
| 248 | Fort St James | 35 | Prince Rupert |
| 3 | Fort St. John | 211 | Queen Ch. City |
| 91 | Fraser Lake | 45 | Revelstoke |
| 134 | Gabriola Island | 207 | Salmo |
| 204 | Ganges | 46 | Smithers |
| 16 | Golden | 229 | Sooke |
| 55 | Gold River | 28 | Sparwood |
| 15 | Grand Forks | 208 | Squamish |
| 119 | Granisle | 47 | Stewart |
| 14 | Greenwood | 56 | Tahsis |
| 227 | Hazelton | 52 | Terrace |
| 71 | Hope | 118 | Tofino |
| 99 | Houston | 169 | Tumbler Ridge |
| 234 | Hudson Hope | 216 | Ucluelet |
| 18 | Kaslo | 96 | Valemount |
| 19 | Keremeos | 81 | Vanderhoof |
| 213 | Kitimat | 63 | Williams Lake |
| 67 | Lake Cowichan | | |
| 23 | Lillooet | | |

***APPENDIX 2**

**MULTIPLE STORE GEOGRAPHIC LAYOFF
AND RECALL AREAS**

- * Denotes store maintaining seniority list**
- ** Denotes recall seniority list at Head Office**
- *** Denotes seniority list maintained at Area Manager's Office**

| Unit No. | Store No. | Area |
|-----------------|------------------|----------------------------|
| 1 | 64 | Agassiz |
| | 7 | Chilliwack |
| | 170 | Chilliwack Mall* |
| 2 | 109 | Aldergrove |
| | 1 | Abbotsford* |
| | 27 | Mission |
| | 149 | Clearbrook |
| 3 | 215 | Armstrong |
| | 62 | Vernon |
| | 135 | Vernon Polson Park* |
| | 214 | Lumby |
| 4 | 2 | Ashcroft |
| | 60 | Cache Creek* |
| | 201 | Clinton |
| 5 | 78 | Castlegar* |
| | 44 | Rossland |
| | 51 | Trail |
| | 95 | Fruitvale |
| 6 | 206 | Chemainus |
| | 12 | Duncan* |
| | 173 | Mill Bay |
| 7 | 235 | Comox* |
| | 10 | Courtenay |
| | 8 | Cumberland |
| a | 80 | Gibsons* |
| | 230 | Sechelt |
| | 93 | Madeira Park |

| | | |
|----|-----|------------------------------|
| 9 | 21 | Kamloops Seymour |
| | 108 | Kamloops Valleyview |
| | 223 | Kamloops North* |
| | 79 | Kamloops Columbia Place |
| | 147 | Kamloops Westsyde |
| 10 | 20 | Kelowna Leon |
| | 103 | Kelowna Capri |
| | 148 | Kelowna Mission Park* |
| | 167 | Kelowna Orchard Park |
| | 246 | Kelowna Willow Park |
| | 143 | Kelowna Westbank |
| | 166 | Winfield |
| 11 | 66 | Kimberley* |
| | 9 | Cranbrook |
| 12 | 33 | Nanaimo Harbour Park* |
| | 243 | Nanaimo Terminal Park |
| | 24 | Ladysmith |
| | 159 | Country Club Mall |
| 13 | 110 | Ocean Park |
| | 6 | White Rock * |
| 14 | 69 | Oliver |
| | 83 | Osoyoos * |
| 15 | 42 | Parksville |
| | 34 | Qualicum |
| | 157 | Parksville North* |
| 16 | 101 | Pemberton |
| | 302 | Whistler* |
| 17 | 39 | Penticton* |
| | 130 | Penticton Plaza |
| | 86 | Summerland |
| 18 | 40 | Port Alberni* |
| | 104 | Port Alberni Northport |
| 20 | 126 | Prince George 10th |
| | 114 | Prince George Hart |
| | 154 | College Heights |
| | 174 | Prince George 4th * |

| | | |
|------|--|--|
| 21 | 245 17 | Radium Invermere* |
| 22 | 48 49 92 | Salmon Arm* Enderby Sicamous |
| **23 | 72 228 152 107 30 247 133 175 | West Vancouver Park Royal Capilano Mall Capilano Westview North Vancouver Lynn Valley Dollarton Caulfield |
| **24 | 141 117 90 102 210 38 136 | 13th and Granville Broadway and Maple 4th and Alma 18th and Dunbar Kerrisdale Marpole Arbutus |
| **25 | 217 137 58 111 100 77 | North Burnaby Kensington Hastings and Slocan Commercial Drive Central Licensee Lougheed Plaza |
| **28 | 94 112 233 129 53 144 | Bute Street Cardero Robson Street Thurlow and Alberni Harbour Centre Mandarin Centre |
| **27 | 200 153 11 205 89 163 | Austin Road Como Lake Port Coquitlam Port Moody Prairie Mall Westwood Mall |

| | | |
|--------------|---|--|
| **28 | 146 237 123 113 a7 160 | Cambie and 18th 28th and Main Kingsgate Mall Seniac Victoria Drive 39th and Cambie |
| **29 | 97 220 121 31 203 | 8th and McBride Middlegate Royal Oak and Rumble New Westminster South Burnaby |
| **30 | 70 240 127 241 22 158 116 145 122 172 | Cloverdale Guildford Fort Langley Kennedy Heights Langley Langley Willowbrook North Surrey Scottsdale Whalley Newton |
| **31 | 76 244 120 25 98 176 | Richmond Brighthouse Richmond Seafair Richmond Shellmont Ladner Tsawwassen Blundell Centre |
| ***32 | 140 219 68 218 124 231 150 125 61 242 161 | Cedar Hill Colwood Esquimalt Fort Street Gorge and Tillicum Gov't Street Licensee James Bay Langford Windsor Court Saanich Quadra and Hillside |
| 34 | 50 59 | Sidney* Trafalgar Square |

| | | |
|-----------|---------------------------------------|--|
| 35 | 43 156 | Quesnel* Quesnel West |
| 36 | 75 162 | Creston* Creston Canyon |
| 37 | 65 164 165 | Haney* West Maple Ridge Pitt Meadows |
| 38 | 236 168 | Port Hardy* Port Hardy Market Street |

APPENDIX 3

Distribution Centre Layoff and Recall Areas

1. Vancouver Distribution Centre (including 3200 East Broadway and Richmond Warehouse)
2. Kamloops Distribution Centre

*APPENDIX 4

1. The purpose of this Appendix is to put into operation the agreement reached during the **1988** Master negotiations concerning the conversion of auxiliary employees to regular status.
2. **Using September 1, 1988 as** the reference date, auxiliary employees who satisfy one of the Ready formulae shall be converted to regular status. It is **agreed** that the operation of **this paragraph shall result in** the conversion of not **less** than **200** employees.
3. Auxiliary employees who satisfy one of the Ready formulae on a date subsequent to **September 1, 1988** shall **be** converted to regular **status** at that time.
4. All employees who have been converted to regular status since **November 1, 1983**, and all employees who are converted under paragraphs **2 or 3** above, shall **be** assigned a seniority date which shall be the date on which he or **she** first satisfied one of the Ready formulae, provided that in no event **will a** regular

seniority date earlier than November 1, 1983 be assigned. It is understood and agreed that the assignment of a retroactive seniority date is for future application only.

5. Employees converted under paragraphs 2 or 3 above shall **be** assigned to a single store in like manner **as** other regular employees.
6. Where a shift schedule as outlined in Article 7 of this Component Agreement is available at the time of conversion, the employee(s) converted shall be assigned thereto. Where such is not available, the Employer may, for the purpose of facilitating conversion, **assign** the employee(s) to a **seven (7) how x five (5)** day per week shift schedule. Thereafter, when vacancies arise in a shift schedule **as** outlined in Article 7, the converted employees **shall** be assigned thereto in order of seniority in that block.
7. Apart from the foregoing, all **rights** and benefits pertaining to regular employees generally shall pertain to employees converted to regular status under this Appendix.
8. It **is** expressly understood and agreed that this Appendix **is** solely for the purpose of facilitating the conversion of auxiliary employees to regular status; further, that it **shall** not be interpreted or administered in a manner **which** would undermine the provisions of Article 7 of this Component Agreement.
9. The terms of this Appendix, to the extent applicable, shall be utilized in the resolution of the grievances existing at this date under Article 31.01(b).
10. The parties hereby appoint Don Munroe **whose** jurisdiction it shall **be** to resolve by binding decision any disputes **as** to the interpretation or application of this Appendix. The umpire shall hear and decide any such disputes, **by** briefly **worded** decision, within thirty (30) days of them being referred to him. **The** umpire may determine his own procedures consistent with natural justice. Both parties shall cooperate to ensure an expeditious proceeding, and shall cooperate with requests by the umpire for data **or** information.

Effective March 1, 1989, the umpire shall be either Don Munroe or Vince Ready or Steve Kelleher, whichever is first available within the time frame aforesaid.

MEMORANDUM OF UNDERSTANDING 1

The parties agree to establish Joint Committee to investigate methods of improving service to the public.

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Government of British Columbia, province-wide and British Columbia Government Employees' Union (NUPGE)(CLC)(29 950 public servants): A 36-month renewal agreement effective from August 1, 1988, to July 31, 1991, settled in September after a work stoppage. Duration of negotiations - 5 months.

| | | | |
|--------|-------------------|-----------------|-----------------|
| Wages: | Effective | Aug.1/88 | Jan.1/89 |
| | General Increases | 5.5% | • |

BI-Weekly Rates

Correctional Services - 1 455 employees.

| | | |
|---|--|------------------------------|
| Security Officer Grid Level 10-2 | \$937.33-\$1 002.58 (\$888.47-\$950.32) | \$960.58-\$1 036.01 |
| Senior Correctional Officer, Grid Level | \$1 211.63-\$1 332.54 (\$1148.44-\$1 263.08) | \$1 249.02-\$1 347.10 |

18-2

Hospital and Allied Services - 2 272 employees

| | | |
|---|---|------------------------------|
| Health Care Worker 1 Grid Level 5-2 | \$781.39-\$870.49 (\$740.66-\$826.11) | \$815.19-\$879.10 |
| Activity Worker 6 Grid Level 14-1 | \$1 024.35-\$1 161.73 (\$970.95-\$1.101.17) | \$1 095.34-\$1 181.36 |

Marine Services -200 employees

| | | |
|---|-----------------------------------|-------------------|
| Deckhand Grid Level 7-3 | \$899.66 (\$852.76) | \$938.85 |
| Marine Captain 2 Grid Level 20-3 | \$1 374.51 (\$1 302.86) | \$1 438.50 |

* Salary grid is changed extensively. Over 280 salary levels will be compressed to a 30 level grid with only 3 increments. The grid numbering indicates the level on the grid and the increment at which new hires start as of January 1, 1989.

| | | |
|-----------|-----------------|-----------------|
| Effective | Aug.1/88 | Jan.1/89 |
|-----------|-----------------|-----------------|

Retail Stores and Warehouse- 2 395 employees

| | | |
|--|---|------------------------------|
| Store Clerk Grid level 9-1 | \$869.43-\$970.75 (\$824.11-\$920.15) | \$870.50-\$1 002.55 |
| Manager 5 Grid Level 20-2 | \$1 286.92-\$1 414.24 (\$1 219.83-\$1 340.52) | \$1 333.76-\$1 438.50 |

Social Educational and

Health Services - 3 920 employees

| | | |
|--------------------------------------|--|-----------------------|
| Dental Assistant 1 Grid level 4-2 | \$759.10-\$824.88 (\$719.53-\$781.88) | \$788.87-\$850.81 |
| Psychologist 4 Grid level 28-2 | \$1 639.68-\$1 813.69 (\$1 554.20-\$1 719.14) | \$1 734.27-\$1 870.46 |

**Environment, Resources
and Conservation - 2 465 employees.**

| | | |
|--|--|-----------------------|
| Laboratory Assistant 1 Grid level 3-2 | \$751.66-\$796.22 (\$712.48-\$754.72) | \$763.39-\$823.34 |
| Planning Officer 4 Grid level 28-1 | \$1 606.26-\$1 816.34 (\$1 522.53-\$1 721.65) | \$1 624.08-\$1 870.46 |

Operational Services - 4 375 employees

| | | |
|---|----------------------------|------------|
| Firefighter 2 Grid level 9-3 | \$953.80 (\$904.08) | \$1 002.55 |
| Painter (Trade Journeyworker) Grid level 15-3 | \$1 184.76 (\$1 123.00) | \$1 220.78 |

**Engineering, Technical
and Inspectional - 2 132 employees.**

| | | |
|--|--|-----------------------|
| Technical Assistant 2 Grid level 8-1 | \$839.72-\$958.56 (\$795.95-\$908.59) | \$842.39-\$970.18 |
| Inspector-Mechanic Motor Vehicle 5 Grid level 21-1 | \$1 177.11-\$1 450.84 (\$1 115.75-\$1 375.21) | \$1 290.70-\$1 486.50 |

Administrative Services - 10 924 employees

| | | |
|--------------------------------------|--|-----------------------|
| Clerk Postal 1 Grid level 4-2 | \$784.03-\$838.15 (\$743.16-\$794.46) | \$788.87-\$850.81 |
| Systems Analyst 5 Grid level 25-1 | \$1 422.15-\$1 635.98 (\$1 348.04-\$1 550.70) | \$1 471.78-\$1 695.05 |

| | | |
|-------------------|-----------------|-----------------|
| Effective | Aug.1/89 | Aug.1/90 |
| General Increases | 5% | 5.5% |

Bi-weekly Rates**Correctional Services - 1 455 employees**

| | | |
|-------------------------------------|-----------------------|-----------------------|
| Security Officer Grid level 10-2 | \$1 008.60-\$1 087.81 | \$1 064.08-\$1 147.64 |
|-------------------------------------|-----------------------|-----------------------|

| | | |
|--|-----------------------|-----------------------|
| Senior Correctional Officer Grid level 18-2 | \$1 311.47-\$1 414.46 | \$1 383.60-\$1 492.25 |
|--|-----------------------|-----------------------|

**Hospital and Allied
Services - 2 272 employees**

| | | |
|--|-------------------|-------------------|
| Health Care Worker 1 Grid level 5-2 | \$855.95-\$923.16 | \$903.02-\$973.94 |
|--|-------------------|-------------------|

| | | |
|--------------------------------------|-----------------------|-----------------------|
| Activity Worker 6 Grid level 14-1 | \$1 077.04-\$1 240.43 | \$1 136.27-\$1 308.65 |
|--------------------------------------|-----------------------|-----------------------|

Marine Services - 200 employees

| | | |
|----------------------------|----------|------------|
| Deckhand Grid level 7-3 | \$985.80 | \$1 040.02 |
|----------------------------|----------|------------|

| | | |
|-------------------------------------|------------|------------|
| Marine Captain 2 Grid level 20-3 | \$1 510.43 | \$1 593.50 |
|-------------------------------------|------------|------------|

**Retail Stores and
Warehouse - 2 395 employees**

| | | |
|-------------------------------|---------------------|---------------------|
| Store Clerk Grid level 9-1 | \$914.02-\$1 052.68 | \$964.29-\$1 110.58 |
|-------------------------------|---------------------|---------------------|

| | | |
|------------------------------|-----------------------|-----------------------|
| Manager 5 Grid level 20-2 | \$1 400.45-\$1 510.43 | \$1 477.48-\$1 593.50 |
|------------------------------|-----------------------|-----------------------|

| | | |
|------------------|-----------------|-----------------|
| Effective | Aug.1/89 | Aug.1/90 |
|------------------|-----------------|-----------------|

**Social Educational and
Health Services - 3 920 employees**

| | | |
|--------------------------------------|-------------------|-------------------|
| Dental Assistant 1 Grid level 4-2 | \$828.31-\$893.35 | \$873.87-\$942.49 |
|--------------------------------------|-------------------|-------------------|

| | | |
|-----------------------------------|-----------------------|-----------------------|
| Psychologist 4 Grid level 28-2 | \$1 820.99-\$1 963.98 | \$1 921.14-\$2 072.00 |
|-----------------------------------|-----------------------|-----------------------|

**Environment, Resources
and Conservation - 2 465 employees.**

| | | |
|--|-------------------|-------------------|
| Laboratory Assistant 1 Grid level 3-2 | \$801.56-\$864.51 | \$845.65-\$912.05 |
|--|-------------------|-------------------|

| | | |
|---------------------------------------|-----------------------|-----------------------|
| Planning Officer 4 Grid level 28-1 | \$1 705.28-\$1 963.98 | \$1 799.08-\$2 072.00 |
|---------------------------------------|-----------------------|-----------------------|

Operational Services - 4 375 employees

| | | |
|---------------------------------|------------|------------|
| Firefighter 2 Grid level 9-3 | \$1 052.68 | \$1 110.58 |
|---------------------------------|------------|------------|

| | | |
|--|------------|------------|
| Painter (Trades Journeyworker) Grid level 15-3 | \$1 281.82 | \$1 352.32 |
|--|------------|------------|

Engineering, Technical
and **Inspectional** - 2 132 employees

| | | |
|---|---------------------|---------------------|
| Technical Assistant 2 Grid level 8-1 | \$884.51-\$1 018.69 | \$933.16-\$1 074.72 |
|---|---------------------|---------------------|

| | | |
|---|-----------------------|-----------------------|
| inspector - Mechanic Motor, Vehicle 5 Grid level 21-1 | \$1 355.23-\$1 560.82 | \$1 429.77-\$1 646.67 |
|---|-----------------------|-----------------------|

Administrative Services - 10 924 employees.

| | | |
|----------------------------------|-------------------|-------------------|
| Clerk Postal 1 Grid level 4-2 | \$828.31-\$893.35 | \$873.87-\$942.49 |
|----------------------------------|-------------------|-------------------|

| | | |
|---|-----------------------|-----------------------|
| Systems Analyst 5 Grid level 25-1 | \$1 545.37-\$1 779.81 | \$1 630.37-\$1 877.70 |
|---|-----------------------|-----------------------|

Hours of Work: Average of 35 hours per week (unchanged).

Paid Holidays: 11 (unchanged).

Paid Vacation: 15 days after 1 year, 16 after 5, 17 after 6, 21 after 7, 22 after 8, 23 after 9, 24 after 10, 25 after 11, and 30 after 19 (unchanged).

Health and Welfare: **Life Insurance**- \$50 000 (\$40 000); August 1, 1989, \$60 000; August 1, 1990, \$65 000.

Long-Term **Disability** - Monthly benefit of 68 3/10 (66 2/3) per cent of first \$1 900 dollars of monthly earnings. Also, 50 per cent of earnings above \$1 900 (unchanged).

Auxiliary Employees - Effective September 26, 1988, auxiliary employees shall receive 47¢ (42¢) per working hour to a maximum of \$32.90 (\$29.90) per bi-weekly pay period in lieu of health and welfare benefits.

Leave: Adoption (new)- The employer will continue coverage for medical, extended health, dental group life and long-term disability and shall pay the employer's share of these premiums. Vacation entitlements and vacation pay shall continue to accrue while an employee is on adoption leave for the first six months provided the employee returns to work for at least 6 months. Vacation so earned may be carried over to the next year.

Extension of Leave- Adoption leave and maternity leave may be extended for up to an additional 6 months for health reasons, on presentation of a medical certificate.

Union Leave - Leave for 2 years for an employee elected to the position of Secretary-Treasurer of the B.C. Government Employees' Union and renewed on

Gouvernement de la Colombie-Britannique, toute la province, et Syndicat des fonctionnaires de la Colombie-Britannique (SNFPP) (CTC) 92 950; convention renouvelée de trente-six mois, en vigueur du 1^{er} août 1988 au 31 juillet 1991, conclue en septembre après un arrêt de travail. Les négociations ont duré cinq mois.

| Salaires | En vigueur le | 1 ^{er} août 1 988 | 1 ^{er} janvier 1989 |
|---|---|--|------------------------------|
| | Augmentations generales | 5,5 % | * |
| Taux par quinzaine | | | |
| Services correctionnels : 1 455 employés | | | |
| | Agent de sécurité Niveau de la grille salariale 10-2 | 937,33 \$ à 1 002,58 \$ (888,47 \$ à 950,32 \$) | 960,58 \$ à 1 036,01 \$ |
| | Agent supérieur des services correctionnels Niveau de la grille salariale 18-2 | 1 211,63 \$ à 1 332,54 \$ (1 148,44 \$ à 1 263,08 \$) | 1 249,02 \$ à 1 347,10 \$ |
| Hôpitaux et services connexes : 2 272 employes | | | |
| | Travailleur de la santé 1 Niveau de la grille salariale 5-2 | 781,39 \$ à 870,49 \$ (740,66 \$ à 825,11 \$) | 815,19 \$ à 879,10 \$ |
| | Préposé aux activités 6 Niveau de la grille salariale 14-1 | 1 024,35 \$ à 1 161,73 \$ (970,95 \$ à 1 101,17 \$) | 1 095,34 \$ à 1 181,36 \$ |
| Services maritimes: 200 employes | | | |
| | Homme de pont Niveau de la grille salariale 7-3 | 899,66 \$ (852,76 \$) | 938,85 \$ |
| | Capitaine de navire 2 Niveau de la grille salariale 20-3 | 1 374,51 \$ (1 302,86 \$) | 1 438,50 \$ |

- La grille salariale a beaucoup été modifiée. Plus de 280 niveaux salariaux seront comprimés afin d'obtenir une grille salariale à 30 niveaux ne comportant que 3 échelons. La numérotation de la grille indique le niveau dans la grille et l'échelon auquel les nouveaux employés entrent en fonction à compter du 1^{er} janvier 1989.

En vigueur le 1^{er} août 1 988 1^{er} janvier 1989

Magasins et entrepôts: 2 395 employés

Magasinier 869,43 \$ à 970,75 \$ 870,50 \$ à 1 002,55 \$
Niveau de la grille (824,11 \$ à 920,15 \$)
salariale 9-1

Gérant 5 1 286,92 \$ à 1 414,24 \$ 1 333,76 \$ à 1 438, 50 \$
Niveau de la grille (1 219,83 \$ à 1 340,52 \$)
salariale 20-2

**Services sociaux, enseignement
et services de santé :3 920 employés**

Assistante dentaire 1 759,10 \$ à 824,88 \$ 788,87 \$ à 850,81 \$
Niveau de la grille (719,53 \$ à 781,88 \$)
salariale 4-2

Psychologue 4 1 639,68 \$ à 1 813,69 \$ 1 734,27 \$ à 1 870,46 \$
Niveau de la grille (1 554,20 \$ à 1 719,14 \$)
salariale 28-2

**Environnement, ressources
et conservation :2 465 employés**

Assistant de laboratoire 1 751,66 \$ à 796,22 \$ 763,39 \$ à 823,34 \$
Niveau de la grille (712,48 \$ à 754,72 \$)
salariale 3-2

Agent de planification 4 1 606,26 \$ à 1 816,34 \$ 1 624,08 \$ à 1 870,46 \$
Niveau de la grille (1 522,53 \$ à 1 721,65 \$)
salariale 28-1

Services opérationnels: 4 375 employes

Pompier 2 953,80 \$ 1 002,55 \$
Niveau de la grille (904,08 \$)
salariale 9-3

Peintre 1 184,76 \$ 1 220,78 \$
(Compagnon artisan) (1 123,00 \$)
Niveau de la grille
salariale 1 5-3

**Ingénierie, technique
et inspection :2 132 employes**

Assistant technique 2 839,72 \$ à 958,56 \$ 842,39 \$ à 970,18 \$
Niveau de la grille (795,95 \$ à 908,59 \$)
salariale 8-1

En vigueur le

1^{er} août 1988

1^{er} janvier 1989

request. Also **available** for the President (new).

Video Display Terminals - Pregnant employees may choose not to work at video **display** terminals or within one meter area, or to work at a shielded work **site**, if available. If an employee opts not to work at a terminal, she is to be **reassigned** to other work if available at her own or lower level and paid at her regular rate of pay.

Privatization
examine
(new):

A Joint Privatization Impact Review **Committee** was established to review and privatization, to determine the impact on affected employees: and, to make written **recommendations** to the Deputy Minister of the pertinent ministry to alleviate adverse Impact on the members of the **bargaining** unit. Affected employees may choose to go to the private employer to remain with the government. If they go, they may return with 12 months. They also may return if the private employer goes out of business within 3 years. If that employer's **contract** is **not** renewed, employees may **bid** back **into** the government for the next 12 months. Where employees choose initially to remain **with** the government, they shall be placed **in** comparable vacancies, go on temporary assignment or take severance pay. Disputes are to be settled by special **arbitration**.

Temporary
Employment (new):

Employment **Agencies** - individuals from **agencies** may be appointed up to 59 days.

Text-Id: **0674903**

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| | | |
|---|--|---------------------------|
| Inspecteur, mécanicien d'automobile 5 Niveau de la grille salariale 2 1 -1 | 1 177,11 \$ à 1 450,15 \$ (1 115,75 \$ à 1 375,21 \$) | 1 290,70 \$ à 1 486,50 \$ |
|---|--|---------------------------|

Services administratifs: 10 924 employés

| | | |
|---|--|-----------------------|
| Commis des postes 1 Niveau de la grille salariale 4-2 | 784,03 \$ à 838,15 \$ (743,16 \$ à 794,46 \$) | 788,87 \$ à 850,81 \$ |
|---|--|-----------------------|

| | | |
|---|--|---------------------------|
| Analysts de systèmes 5 Niveau de la grille salariale 25-1 | 1 422,15 \$ à 1 635,98 \$ (1 348,04 \$ à 1 550,70 \$) | 1 471,78 \$ à 1 695,05 \$ |
|---|--|---------------------------|

| | | |
|---------------------------------|---------------------------------|---------------------------------|
| Envigueur le | 1^{er} août 1989 | 1^{er} août 1990 |
| Taux d'augmentation générale | 5 % | 5,5 % |

Taux per quinzaine

Services correctionnels: 1 455 employés

| | | |
|--|---------------------------|---------------------------|
| Agent de sécurité Niveau de la grille salariale 10-2 | 1 008,60 \$ à 1 087,81 \$ | 1 064,08 \$ à 1 147,64 \$ |
|--|---------------------------|---------------------------|

| | | |
|---|---------------------------|---------------------------|
| Agent supérieur des services correctionnels Niveau de la grille salariale 18-2 | 1 311,47 \$ à 1 414,46 \$ | 1 383,60 \$ à 1 492,25 \$ |
|---|---------------------------|---------------------------|

**Hopitaux et services connexes:
2 272 employés**

| | | |
|---|-----------------------|-----------------------|
| Travailleur de la santé 1 Niveau de la grille salariale 5-2 | 855,95 \$ à 923,16 \$ | 903,02 \$ à 973,94 \$ |
|---|-----------------------|-----------------------|

| | | |
|--|---------------------------|---------------------------|
| Préposé aux activités 6 Niveau de la grille salariale 14-1 | 1 077,04 \$ à 1 240,43 \$ | 1 136,27 \$ à 1 308,65 \$ |
|--|---------------------------|---------------------------|

Services maritimes :200 employés

| | | |
|---|-----------|-------------|
| Homme de pont Niveau de la grille salariale 7-3 | 985,80 \$ | 1 040,02 \$ |
|---|-----------|-------------|

| | | |
|--------------|---------------------------------|---------------------------------|
| Envigueur le | 1^{er} août 1989 | 1^{er} août 1990 |
|--------------|---------------------------------|---------------------------------|

| | | |
|---------------------------------------|-------------|-------------|
| Capitaine de navire 2 | 1 510,43 \$ | 1 593,50 \$ |
| Niveau de la grille salariale 20-3 | | |

Magasins et entrepôts: 2 395 employés

| | | |
|--------------------------------------|-------------------------|-------------------------|
| Magasinier | 914,02 \$ à 1 052,68 \$ | 964,29 \$ à 1 110,58 \$ |
| Niveau de la grille salariale 9-1 | | |

| | | |
|---------------------------------------|---------------------------|---------------------------|
| Gérant 5 | 1 400,45 \$ à 1 510,43 \$ | 1 477,48 \$ à 1 593,50 \$ |
| Niveau de la grille salariale 20-2 | | |

**Services sociaux, enseignement
et services de santé :3 920 employés**

| | | |
|--------------------------------------|-----------------------|-----------------------|
| Assistante dentaire 1 | 828,31 \$ à 893,35 \$ | 873,87 \$ à 942,49 \$ |
| Niveau de la grille salariale 4-2 | | |

| | | |
|---------------------------------------|---------------------------|---------------------------|
| Psychologue 4 | 1 820,99 \$ à 1 963,98 \$ | 1 921,14 \$ à 2 072,00 \$ |
| Niveau de la grille salariale 28-2 | | |

**Environnement, ressources
et conservation :2 465 employés**

| | | |
|--------------------------------------|-----------------------|-----------------------|
| Assistant de laboratoire 1 | 801,56 \$ à 864,51 \$ | 845,65 \$ à 912,05 \$ |
| Niveau de la grille salariale 3-2 | | |

| | | |
|---------------------------------------|---------------------------|---------------------------|
| Agent de planification 4 | 1 705,28 \$ à 1 963,98 \$ | 1 799,08 \$ à 2 072,00 \$ |
| Niveau de la grille salariale 28-1 | | |

Services opérationnels: 4 375 employés

| | | |
|--------------------------------------|-------------|-------------|
| Pompier 2 | 1 052,68 \$ | 1 110,58 \$ |
| Niveau de la grille salariale 9-3 | | |

| | | |
|---------------------------------------|-------------|-------------|
| Peintre (Compagnon artisan) | 1 281,82 \$ | 1 352,32 \$ |
| Niveau de la grille salariale 15-3 | | |

Ingénierie, technique et inspection :2 132 employés

| | | |
|--------------------------------------|-------------------------|-------------------------|
| Assistant technique 2 | 884,51 \$ A 1 018,69 \$ | 933,16 \$ A 1 074,72 \$ |
| Niveau de la grille salariale 8-1 | | |

| | | |
|--------------|----------------------------|---------------------------|
| Envigueur le | 1 ^{er} août 1 989 | 1 ^{er} août 1990 |
|--------------|----------------------------|---------------------------|

Inspecteur, mécanicien d'automobile 5
Niveau de la grille salariale 2 1 -1

1 355,23 \$ à 1 560,82 \$

1 429,77 \$ à 1 646,67 \$

Services administratifs: 10 924 employés

Commis des postes 1
Niveau de la grille salariale 4-2

828,31 \$ à 893,35 \$

873,87 \$ à 942,49 \$

Analyste de systèmes 5
Niveau de la grille salariale 25-1

1 545,37 \$ à 1 779,81 \$

1 630,37 \$ à 1 877,70 \$

Durée du travail: Moyenne de trente-cinq heures par semaine (aucune modification).

Jours fériés payés: Onze jours (aucune modification).

Congé annuel payé: Quinze jours après un an, seize après cinq ans, dix-sept après six ans, vingt et un après sept ans, vingt-deux après huit ans, vingt-trois après neuf ans, vingt-quatre après dix ans, vingt-cinq après onze ans et trente après dix-neuf ans (aucune modification).

Santé et bien-être: **Assurance-vie :** 50 000 \$ (40 000 à compter du 1^{er} août 1989, 60 000 \$; à compter du 1^{er} août 1990, 65 000 \$.

Assurance-invalidité de longue durée : les prestations mensuelles équivalent à 68 3/10 % (66 2/3 %) de la première tranche de revenu mensuel de 1 900 \$. Aussi, 50 % du revenu en sus de 1 900 \$ (aucune modification).

Auxiliaires : à compter du 26 septembre 1988, les auxiliaires recevront 47 ¢ (42 ¢) par heure de travail jusqu'à concurrence de 32,90 \$ (29,90 \$) par période de paye de deux semaines au lieu des prestations de santé et de bien-être.

Congés: **Adoption (nouvelle disposition) :** l'employeur maintiendra la protection de l'assurance-maladie, de l'assurance-maladie complémentaire, de l'assurance-soins dentaires collective et de l'assurance-invalidité de longue durée et paiera la part de l'employeur des primes de ces régimes. Les crédits de congé annuel et le pécule de vacances continueront à s'accumuler pendant les six premiers mois au cours desquels l'employé est en congé d'adoption pourvu que celui-ci revienne au travail pour au moins six mois. Le congé annuel ainsi acquis peut être reporté à l'année suivante.

Prolongation du congé : le congé d'adoption et le congé de maternité peuvent être prolongés jusqu'à concurrence de six mois additionnels pour des raisons de santé ou sur présentation d'un certificat médical.

Congé pour affaires syndicales : un congé de deux ans, renouvelable sur demande, est accordé à l'employé élu au poste de secrétaire-trésorier du Syndicat des fonctionnaires de la Colombie-Britannique. Ce congé est aussi

accordé au président (nouvelle disposition).

Terminaux à écran de visualisation : les employés enceintes peuvent choisir de ne pas travailler à des terminaux à écran de visualisation ou à moins d'un mètre de ces appareils ou de travailler à un poste de travail protégé s'il en existe. Si l'employée décide de ne pas travailler à un terminal, elle doit être réaffectée à un autre poste disponible à son niveau ou à un niveau inférieur et recevoir son taux de rémunération normal.

Privatisation
(nouvelle clause):

Un comité d'examen de l'impact de la privatisation a été mis sur pied pour examiner la privatisation, déterminer son impact sur les employés touchés et faire des recommandations écrites au sous-ministre du ministère concerné en vue d'atténuer ses effets négatifs sur les membres de l'unité de négociation. Les employés touchés peuvent décider de travailler pour l'employeur privé ou de rester au gouvernement. S'ils partent, ils peuvent revenir dans les douze mois. Ils peuvent également revenir si l'employeur privé fait faillite dans un délai de trois ans. Si le contrat de cet employeur n'est pas renouvelé, les employés peuvent poser leur candidature à des postes au gouvernement pendant les douze mois qui suivent. Les employés qui décident à l'origine de rester au gouvernement occuperont des postes vacants comparables, seront visés par des affectations temporaires ou recevront leur indemnité de départ. Les différends seront réglés par arbitrage spécial.

Emploi temporaire
(nouvelle clause):

Agences de placement : les personnes embauchées par l'entremise d'une agence de placement peuvent être nommées à un poste pour une période pouvant aller jusqu'à cinquante-neuf jours.

Emploi à court terme : les employés temporaires peuvent être nommés pour une période pouvant aller jusqu'à cinquante-neuf jours. En cas de prolongation du contrat, la personne est nommée à titre d'auxiliaire. Aucune combinaison d'emplois à court terme ou obtenus par l'intermédiaire d'une agence ne peut avoir une durée supérieure à cinquante-neuf jours au cours d'une période de cent quatre-vingts jours à moins que le statut de l'emploi en question ne soit modifié et que celui-ci devienne un emploi d'auxiliaire. Les nominations à court terme suivant la nomination initiale d'une personne à un poste pour une période déterminée ne peut se faire dans les soixante jours suivant la première nomination que si l'employé devient un auxiliaire.

Text-id 0674903

November 7, 1991

To: Mitch Legault

From: Bob Cassidy

Subject: B.C. Government File Structure for 1988-91 Set of Negotiations

It has been decided that the most accurate way to portray the 1988-91 B.C. Government settlement is through a master agreement on wages, and a separate working condition file for each of the eight component groups. During that set of negotiations, the parties met at one table to bargain monetary items, but broke off into individual component groups for the working conditions portion of the talks. The CAIRS system has now been amended to reflect this bargaining relationship.

The agreements effected, and individual application are enumerated below:

Master Wage Agreement

0674603

Component Working Condition Agreements

0450303

0615203

0674803

0674903

0675003

0675103

0675203

0675303

Files numbered **6153** and **6747** are not part of the main set of B.C. Government negotiations and appear in the CAIRS system as completely separate entities.

This bargaining framework is applicable, at this time, only for the 03 **file** generation. The negotiating structure for the current **round of** talks has yet to be established. When a settlement is reached on renewals to these agreements, a decision will be made as to whether the CAIRS system accurately portrays the **current** bargaining relationship.

c.c. Bernard Fortin
Audrey Gross
Dave Westrop
Ted Burton

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